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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION – SANTA ANA**

**ELIZABETH HART and LE'ROY
ROBERSON, individually and on behalf
of all others similarly situated,**

Plaintiffs.

V.

**CHARTER COMMUNICATIONS, INC.
and SPECTRUM MANAGEMENT
HOLDING COMPANY LLC.**

Defendants.

Case No. 8:17-cv-00556-DOC-RAO

**THIRD AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR JURY TRIAL

Original Complaint: March 28, 2017
Trial Date: Feb. 2, 2021

1 Plaintiffs Elizabeth Hart and Le’Roy Roberson¹ bring this action and seek relief
 2 for themselves and millions of other individual consumers for past and ongoing
 3 fraudulent, deceptive, unfair, and unlawful business practices by Defendants Charter
 4 Communications, Inc. (“Charter”) and Spectrum Management Holding Company LLC
 5 (“Spectrum Holding”) and their predecessor Time Warner Cable Inc. (“TWC”).
 6 Collectively, Charter and Spectrum Holding are described as “Defendants.”

7 **I. JURISDICTION AND VENUE**

8 1. This Court has jurisdiction over the subject matter of this action under 28
 9 U.S.C. § 1332 because the parties are diverse and the amount placed in controversy by
 10 their individual claims exceeds \$75,000, exclusive of interest and costs (diversity
 11 jurisdiction).

12 2. This Court also has jurisdiction under the Class Action Fairness Act of 2005,
 13 28 U.S.C. §§ 1332(d) and 1453, because the amount put in controversy by this class
 14 action exceeds \$5,000,000, there are more than 100 proposed class members, and at least
 15 one member of the proposed class and one of Defendants are citizens of different states
 16 (CAFA jurisdiction).

17 3. This Court has personal jurisdiction over Defendants because (a) a
 18 substantial portion of the wrongdoing alleged in this Complaint took place in California,
 19 (b) Defendants are authorized to do business in California, have sufficient minimum
 20 contacts with California, and have intentionally availed themselves of the markets in
 21 California through the promotion, marketing, and sale of products and services in
 22 California, and (c) the exercise of jurisdiction by this Court is permissible under
 23 traditional notions of fair play and substantial justice.

24 4. Venue is proper in this District under 28 U.S.C. §§ 1391(b)(1) and (2)
 25 because Defendants have a significant presence in California and a substantial part of the
 26 events and omissions that give rise to Plaintiffs’ and Class members’ claims occurred in
 27

28 ¹ Roberson’s claims are stayed pending a determination of arbitrability by an arbitrator.

1 this District. Venue is also proper under California Code of Civil Procedure section 395.5
 2 and California Business and Professions Code section 17203.

3 **II. PARTIES**

4 **A. Plaintiffs.**

5 5. Plaintiff Elizabeth Hart is an individual and citizen of California. She has
 6 resided in Orange County, California at all times relevant to this lawsuit. Like millions
 7 of other consumers in California and nationwide, she and her family and friends rely on
 8 residential Internet services for social, educational, recreational, and business purposes.
 9 They use the Internet on their computers, mobile devices, and television sets, and gaming
 10 consoles. They use the Internet to interact daily with friends, family, colleagues,
 11 employers, and businesses. When connected to the Internet, they browse news and social
 12 media sites; they stream movies, videos, and music on sites like YouTube and Netflix;
 13 they work, shop, and play games; and they engage in innumerable other Internet-based
 14 activities. Most of Hart's and her family's and friends' use of TWC's and Defendants'
 15 Internet services has been via a wireless connection ("WiFi") using wireless devices.

16 6. Plaintiff Le'Roy Roberson is an individual and citizen of California. He has
 17 resided in Los Angeles County, California at all times relevant to this lawsuit. Roberson's
 18 Internet use is similar to that of Hart's and millions of other consumers in California and
 19 nationwide. He paid a premium for higher speed Internet services—300 megabits per
 20 second ("mbps"), which he understood to be the highest speed available—because of his
 21 high usage and reliance on Internet services, particularly because he frequently works
 22 from home. However, he never could reach anywhere close to the promised Internet
 23 speeds, even when he resorted to a wired connection. When Defendants' technicians
 24 came to his home to test his Internet speed on multiple occasions, the speeds never
 25 registered above 130 mbps, far below the speeds he was paying for.

26 **B. Defendants.**

27 7. Defendant Spectrum Holding is a Delaware corporation with its principal
 28 place of business at 400 Atlantic Street, Stamford, Connecticut 06901.

1 8. Defendant Charter is a Delaware corporation with its principal place of
 2 business at 400 Atlantic Street, Stamford, Connecticut 06901. Charter is the parent
 3 company of Spectrum Holding. Charter is the second-largest residential cable provider
 4 in the country. Since a merger with TWC in 2016, Charter, together with its subsidiary
 5 Spectrum Holding, has marketed and provided residential Internet services to millions of
 6 consumers and businesses in California and nationwide under both the “Time Warner
 7 Cable” and “Spectrum” brand names.

8 **III. BACKGROUND**

9 **A. Hart’s Customer Relationship with TWC and Defendants.**

10 9. Hart has been a customer of TWC and, beginning in 2016, of Defendants at
 11 all times relevant to this action. She has purchased residential Internet services under both
 12 the TWC and Spectrum brand names from Defendants. She continues to purchase
 13 Spectrum Internet with WiFi to this day and intends to continue doing so in the future.

14 **(i) Hart purchases residential Internet services from TWC in
 15 reliance on false and misleading representations.**

16 10. From January 2013 to July 2014, Hart purchased TWC’s “standard”
 17 residential Internet services which promised she could reliably achieve Internet speeds
 18 of 15 mbps. TWC leased her an Internet modem which should have been capable of
 19 reliably achieving the advertised speeds she was paying for. However, Hart and her
 20 family consistently experienced slow Internet with buffering, slowdowns, lags, and
 21 delays. These speed, reliability, and performance issues caused her to start paying TWC
 22 for higher speed Internet services.

23 11. From July 2014 to October 2016, Hart purchased TWC’s “extreme”
 24 residential Internet services with WiFi which TWC advertised as twice as fast as the
 25 “standard” Internet services she had previously purchased. The “extreme” Internet
 26 services promised Hart and her family and friends could reliably achieve Internet speeds
 27 of 30 mbps and did not distinguish between wired and wireless Internet speeds. TWC
 28

1 continued to lease her the same Internet modem which should have been capable of
2 reliably achieving the advertised speeds she was paying for.

3 12. In July 2014, Hart started purchasing “extreme” Internet in reliance on
4 TWC’s online, print, and television advertisements that promised faster and more reliable
5 Internet speeds that would support multiple devices and streaming content without
6 delays, buffering, downtime, or lag. Hart and her family nevertheless continued to
7 experience Internet performance and reliability issues when they tried to connect to the
8 Internet and view online or streaming content using TWC’s more expensive “extreme”
9 Internet services. Each month, Hart relied on TWC’s promises when she paid for the next
10 month’s services, which promises TWC continued to make despite its knowledge of its
11 inability to perform. Each month, TWC’s services failed to live up to the promised
12 speeds, reliability, and performance and Hart overpaid for what she received.

13 13. The modem TWC leased to Hart did not support the promised 30 mbps
14 Internet speeds. TWC's inadequate and overcrowded infrastructure and network and the
15 differences between wired and wireless Internet connections also caused Hart and her
16 family and friends to be unable to achieve the promised speeds, reliability, and
17 performance that TWC had promised and Hart had purchased.

(ii) Hart purchases residential Internet services from Defendants in reliance on false and misleading representations.

20 14. Hart learned that TWC was becoming “Spectrum” in or around October
21 2016. In October 2016, Hart stopped purchasing “extreme” Internet and started
22 purchasing “Spectrum Internet with WiFi” which promised she could reliably achieve
23 speeds of 100 mbps. Defendants continued to lease Hart the same Internet modem which
24 should have been capable of reliably achieving the 100 mbps speeds she was paying for.

25 **15. Internet speed, reliability, and performance.** Defendants' advertised that
26 their Spectrum Internet with WiFi:

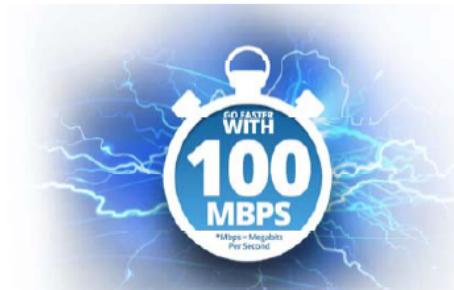
- provided speeds of “100 mbps” or speeds “starting at 100 mbps;”
 - provided “the fastest internet speeds you can get;”

- provided speeds that are “fast,” “blazing-fast,” and “lightning-fast,” with “no buffering,” “no slowdowns,” “no lag,” “without interruptions,” “without downtime,” and “without the wait;”
- provided “fast, reliable Internet so you can do everything online without delays;”
- would let Hart and her family and friends reliably “stream video, play online games, download music, upload photos and more across multiple devices in your home without sacrificing performance;”
- provided “speed and bandwidth for all your devices” with a “high performance router included;”
- would let her and her family “connect all your devices and access high speed internet with ease” including connecting “6-8 devices at the same time” for “streaming movies, group video chats, gaming, uploading large files, checking email, shopping online, social media and more;”
- Defendants’ Internet services would provide “more than enough speed to support all the devices in your home;” and
- Defendants would provide “the fastest Internet speeds available” with “enough bandwidth for everyone in your home to be connected at the same time.”

20. The following online advertisements used by Defendants are the same or
 21 substantially similar as the ones Hart relied on when purchasing Defendants’ services
 22 between October 2016 and the present.

23 **The Fastest Internet
 24 Speeds**

25 Spectrum Internet offers the fastest Internet speeds you can
 26 get. Stream video, play online games, download music,
 27 upload photos and more across multiple devices in your
 home without sacrificing performance.



28 **Exhibit 1.**



Spectrum Call now to order:
1-844-569-0570



Exhibit 2; Exhibit 3.²

17. Hart relied on these and substantially similar online, print, and television advertisements that promised she and her family and friends would reliably achieve Internet speeds of 100 mbps when she decided to purchase Spectrum Internet with WiFi and stop purchasing “extreme” Internet. Hart did not see in Defendants’ advertisements any explanation of the differences between wired and wireless Internet speeds, reliability, and performance. Hart did not see any explanation of the factors that could affect wireless Internet speeds, reliability, and performance. Hart did not see any explanation of how Defendants substantiated the promised Internet speeds, reliability, and performance based on a small sampling of wired Internet connections and not based on wireless Internet connections. Hart did not see any explanation that older modems and routers that TWC and Defendants’ leased to customers could not support higher Internet speeds.

18. Defendants have emphasized in the past and continue to emphasize to this day that consumers can achieve higher speeds, more reliability, and better performance

² Defendants’ advertisements and related statements are exclusively in Defendants’ possession and are transient in nature (i.e., only Defendants possess real-time screenshots or examples of Defendants’ Internet and television advertisements and related statements and only Defendants can confirm the precise dates which each of these advertisements and substantially similar ones was shown to consumers online, in print, or on television). The attached exhibits are illustrative of the advertisements and related representations used by Defendants between late 2016 and the present.

1 while using numerous devices that connect wirelessly to the Internet if they pay more
2 money for higher advertised speeds. Yet the modem Defendants leased to Hart did not
3 support the promised 100 mbps Internet speeds. Defendants' inadequate and
4 overcrowded infrastructure and network (which in 2016 and 2017 were carryovers from
5 their predecessor TWC's inadequate and overcrowded infrastructure and network) could
6 not provide Hart and other consumers the speeds, reliability, and performance Defendants
7 promised. And Defendants' emphasis of the reliable speed and features of their wireless
8 Internet services never manifested themselves in the Internet performance Hart and her
9 family and friends have been able to achieve.

Spectrum Internet™

Fast, reliable Internet so you can do everything online without delays

SPEED AND BANDWIDTH FOR ALL YOUR DEVICES

High performance router included



Exhibit 4; Exhibit 5.

19. Hart and her family and friends experienced in 2016 and 2017 and continue to experience slow and unreliable speeds and poor performance and delays when downloading and streaming content, playing games, downloading music, and uploading photos, especially when using multiple devices to connect wirelessly to the Internet at the same time. Even though Hart has paid for TWC's and Defendants' residential Internet services with WiFi since July 2014, Hart and her family and friends have regularly been forced to turn off the WiFi connectivity on their devices and resort to using cellular Internet connections at home in order to achieve reasonably fast and reliable Internet speeds and performance that satisfies their Internet needs.

20. Hart has continued to purchase Defendants' residential Internet services since she filed her claims in March 2017 and she intends to continue purchasing Defendants' residential Internet services in the future. She would like to be able to trust

1 and rely on Defendants' advertisements and related representations related to the services
 2 she pays for each month, which payments cover the next month's services. Yet each
 3 month she learns that Defendants' services continue to fall short of their promises and
 4 that she has once again overpaid for what she has received. In addition to other available
 5 relief, Hart is seeking a permanent injunction that ensures all of Defendants'
 6 advertisements and related representations concerning residential Internet speeds,
 7 reliability, and performance are truthful, accurate, and complete so she and millions of
 8 other similarly situated consumers can trust and rely upon Defendants' promises each
 9 month when they purchase Defendants' services in the future.

10 **21. “No Contracts” Advertisements.** Hart also purchased Defendants'
 11 Spectrum Internet with WiFi services in reliance on Defendants' promise that there were
 12 “No Contracts.” Hart understood Defendants’ “No Contracts” representations to mean
 13 that Defendants' only obligation was to provide her with the promised Internet services
 14 and her only obligation was to pay the charges shown on Defendants' bill and return the
 15 equipment she leased when she decided to stop paying for Defendants' services.



22 **Exhibit 4; Exhibit 6.**

23 22. Hart's reliance on Defendants' “No Contracts” advertisements was
 24 reasonable because, prior to engaging counsel in March 2017 and actively investigating
 25 her legal rights and options, Hart had never been given a copy of and had not knowingly
 26 and intentionally agreed to any online contract terms posted by TWC or Defendants.
 27 Until March 2017, Hart had never known about any online contract terms or disclosures
 28

1 that purported to waive certain of her legal rights and purported to impose on her
 2 obligations beyond paying the charges in her monthly bill.

3 23. In March 2017, when she learned for the first time that TWC had posted
 4 online terms that purported to be a binding contract related to the services she had
 5 purchased from TWC and was then purchasing from Defendants, the only version of
 6 online terms available on Defendants' website was a Residential Services Subscriber
 7 Agreement ("RSSA") that had apparently been posted without notice in 2016. On March
 8 15, 2017, fewer than 30 days after she learned about TWC's 2016 RSSA, Hart exercised
 9 her right to opt out of its arbitration clause and a related limitations clause. *See Exhibit*
 10 7 (March 15, 2017 opt out). Hart complied with the terms of the 2016 RSSA and her opt
 11 out when she filed claims against Defendants in court on a class action basis.

12 24. Several months later in May 2017, Hart learned that Defendants were
 13 replacing the 2016 RSSA with completely new Residential General Terms and
 14 Conditions of Service ("General Terms"), which would be effective June 15, 2017. On
 15 June 21, 2017, Hart timely exercised her right to opt out of the General Terms' new
 16 arbitration clause and a related limitations clause. *See Exhibit 8* (June 21, 2017 opt out).
 17 The first time Hart learned about any other online contract terms was when Defendants
 18 asked the court to delegate all arbitrability and enforceability issues to an arbitrator based
 19 on earlier versions of TWC's RSSA she had never known about.

20 25. Defendants' assertion of online contract terms in court was in direct conflict
 21 with their "No Contracts" advertisements and related representations. It was also in direct
 22 conflict with their agreement in their revised General Terms (which Hart learned of in
 23 June 2017) to allow customers to opt out of arbitration and file putative class claims in
 24 court (which Hart did). Defendants did not simply rely on online contract terms as a
 25 defense and force Hart to incur significant expenses and attorneys' fees arguing against
 26 the existence of certain contract terms in court. Once in arbitration based on the
 27 delegation clause TWC posted online in 2014, Defendants sued Hart for over \$300,000
 28 in "breach of contract damages." This caused her to incur even more attorneys' fees and

1 costs getting Defendants' claims filed in arbitration dismissed. Each of the positions
 2 Defendants took in court and in arbitration were in direct conflict with their "No
 3 Contracts" advertisements.

4 26. Defendants are well aware that their "No Contracts" advertisements and
 5 related representations are literally false and highly misleading to consumers. Yet they
 6 continue to emphasize their offer of "No Contracts" services to current and potential
 7 customers to this day. Whenever a dispute arises, they immediately assert contract-based
 8 defenses and claims despite their customers' reliance on their "No Contracts"
 9 advertisements. Hart learned the "No Contracts" advertisements were false in March
 10 2017 after she had engaged counsel, but millions of other consumers will not learn that
 11 Defendants' "No Contracts" advertisements are false and misleading until *after* a dispute
 12 arises when Defendants start asserting contract-based defenses and claims against them.
 13 In addition to other available relief, Hart is seeking an injunction that ensures all of
 14 Defendants' advertisements and related representations are truthful, accurate, and
 15 complete so millions of other similarly situated consumers will not purchase Defendants'
 16 services believing that there are "No Contracts" associated with such services.

17 **B. Roberson's Customer Relationship with TWC and Defendants.³**

18 27. Roberson purchased TWC's Internet services prior to 2016 and he continues
 19 to pay for Defendants' Internet services under the "Spectrum" brand. Roberson paid a
 20 premium for higher speed Internet services because of his high usage and reliance on
 21 Internet services. However, he never could reach anywhere close to the promised Internet
 22 speeds, even when he resorted to a wired connection. When Defendants' technicians
 23 came to his home to test his Internet speed on multiple occasions, the speeds never
 24 registered above 130 mbps, far below the speeds he was paying for. Roberson's past and
 25 continued reliance on TWC's and Defendants' advertisements and related business
 26 practices caused him to suffer harm. Roberson continues to pay for Defendants' Internet

27 ³ Roberson's claims are presently stayed pending completion of arbitration. Roberson
 28 intends to amend his factual allegations and claims when arbitration is completed.

1 services and, absent Court intervention and permanent injunctive relief, he will continue
 2 to suffer harm because he will not be able to determine whether Defendants' current and
 3 future advertisements and related statements continue to be false. Roberson is
 4 representative of the Class members.

5 **C. Defendants Are Aware that Their Advertisements and Related**
 6 **Representations are False and Misleading.**

7 28. Defendants have long known that they do not and cannot deliver on their
 8 promises concerning residential Internet speed, reliability, and performance. This is
 9 because they (1) loaned or leased to Plaintiffs and other consumers modems and routers
 10 that were incapable of supporting the advertised Internet speeds, (2) do not provide a
 11 network and infrastructure that lets consumers reliably achieve the advertised Internet
 12 speeds and promised performance, and (3) emphasize “wireless” Internet capabilities in
 13 their advertisements but base their promised speeds, reliability, and performance on a
 14 small sample of “wired” Internet connections used in specific ways.

15 29. Defendants also have long known that their “No Contracts” promises are
 16 literally false and highly misleading. Defendants know that Plaintiffs and other customers
 17 rely on these advertisements when they purchase Defendants’ residential services not
 18 knowing that Defendants intend to enforce numerous online contract terms against them
 19 if a dispute ever arises.

20 30. **False and Misleading Internet Speeds and Performance.** Defendants and
 21 their predecessor TWC emphasize only the highest promised Internet speeds, such as
 22 speeds of “15 mbps,” “30 mbps,” “100 mbps,” “300 mbps” and so on. Sometimes TWC
 23 and Defendants included an “up to” qualifier, but often they did not. Many of Defendants’
 24 advertisements go so far as to promise Internet speeds “starting at” the highest advertised
 25 speed (e.g., “starting at 100 mbps”), which directly contradicts the “up to” qualifier they
 26 sometimes include in other advertisements.

27
 28



5 **Exhibit 9.**

6 31. Defendants know most consumers will never achieve the highest advertised
 7 Internet speeds. This knowledge is based on Defendants' knowledge of: their own (and
 8 their predecessor TWC's) network, infrastructure, and equipment capabilities, including
 9 the congestion of their network; the differences between wired and wireless Internet
 10 connections; and the ways in which consumers actually use Defendants' Internet
 11 services. Defendants, and TWC before them, also leased older generation modems and
 12 routers to Plaintiffs and other consumers that could not support the advertised speeds—
 13 including using a wired Internet connection—even if Defendants' network congestion
 14 and infrastructure had been sufficient to support the advertised speeds, reliability, and
 15 performance.

16 32. Defendants' advertisements do not tell consumers that the promised Internet
 17 speeds are based on “wired” Internet connections for computers that use an Ethernet cable
 18 to connect directly to a router. Defendants' advertisements also do not tell consumers that
 19 the promised Internet speeds are based on a small sample of wired Internet connections.
 20 Defendants promised the same Internet speeds regardless of the type of connection (wired
 21 or wireless) and regardless of the number of devices (a single wired computer or multiple
 22 wired computers). Instead, Defendants' advertisements highlight a specific advertised
 23 speed and focus on consumers who use “devices” such as smartphones, tablets, and
 24 laptop computers that rely mostly or exclusively on wireless or “WiFi” connections.

1 Fastest in-home WiFi
 2 network

3 Spectrum Internet delivers the fastest, most
 4 powerful in-home WiFi. That means enough speed
 5 and range to stream, game, and upload with ease
 6 across all the devices in your home.



Stream the game

7 Connect all your devices and
 8 access high speed Internet with
 9 ease

- 10 • **High performance router included**
 Capable of consistently delivering both
 excellent speed and range
- 11 • **24 x 7 dedicated Technical Support**
 Always available to assist with account issues
 or connection problems



On Demand shows and
 movies from any device

10 **Exhibit 1.**

11 33. Defendants knowingly mislead customers into believing they can reliably
 12 achieve the advertised Internet speeds and performance using their wireless devices when
 13 Defendants know most (possibly all) consumers will never achieve such speeds without
 14 using a single computer and a wired Internet connection. Defendants also trained and
 15 instructed their sales and service personnel emphasize the same false and misleading
 16 promises to customers in furtherance of their online, print, and television advertisements.

17 34. **False and Misleading Internet Reliability.** Defendants tell customers they
 18 will *reliably* achieve the highest advertised Internet speeds. Defendants promise “fast,
 19 reliable Internet speeds” that are “fast,” “blazing-fast,” or “lightning-fast” with “no
 20 buffering,” “no slowdowns,” “no lag,” “without interruptions,” “without downtime,” and
 21 “without the wait.” Their advertisements and related statements also represent that
 22 consumers can connect numerous devices to the Internet at the same time for “streaming
 23 movies, group video chats, gaming, uploading large files, checking email, shopping
 24 online, social media and more,” all “without sacrificing performance.”



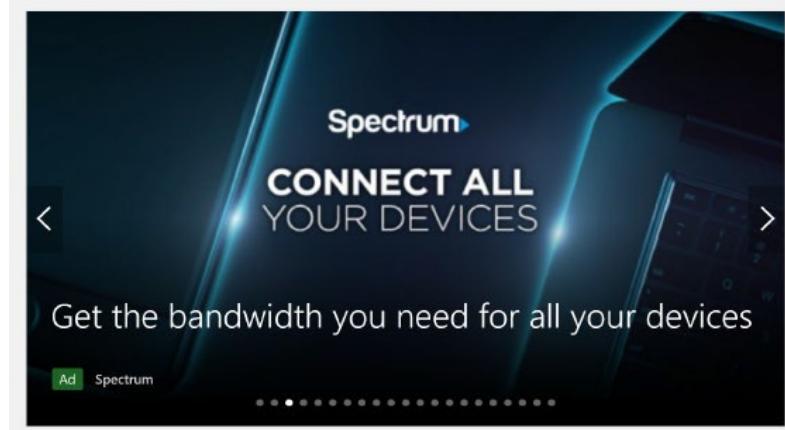
25 **Exhibit 10.**

1 35. Defendants' online, print, and television advertisements all have a common
2 theme—Defendants' Internet services are both high speed and reliable. Defendants
3 design their advertisements and related representations to leave Plaintiffs and other
4 consumers with one singularly strong impression: if they pay for Defendants' Internet
5 services they will reliably achieve advertised speed using their devices in the same ways
6 shown in the advertisements. Defendants know their and TWC's advertisements and
7 related representations give consumers a false and misleading impression of the
8 reliability of their advertised Internet speeds, yet they have refused to correct it.

9 36. Even Defendants' behind-the-scenes disclaimers—which Plaintiffs and
10 most consumers will not see but Defendants will no doubt trumpet in their defense—
11 emphasize that most consumers will reliably achieve the highest advertised Internet
12 speeds by stating that while “speeds may vary by address,” only “a small percent of
13 customers will receive lower than advertised speeds.” Thus, even if Plaintiffs and other
14 consumers could have been reasonably expected to ferret out Defendants' behind-the-
15 scenes disclaimers before they purchased Defendants' residential Internet services in
16 reliance on the advertisements, they still could have reasonably expected to achieve the
17 highest advertised speed *most* of the time even if they understood the highest advertised
18 speed was not guaranteed *all* of the time.

19 37. **False and Misleading Use of “Devices.”** Defendants' advertisements and
20 related representations emphasize that consumers will reliably achieve the highest
21 advertised speeds on all of their “devices” and, specifically, on devices that use wireless
22 or WiFi Internet connections. Defendants tell consumers that using wireless Internet
23 connections will not negatively impact the performance of the services. Defendants use
24 the term “devices” to indicate Internet capable equipment that is always or usually used
25 *without* being physically connected to a modem or router using an Ethernet cable.
26 Defendants' advertisements emphasize the wireless nature of Defendants' Internet
27 services by focusing on how Plaintiffs and most consumers nationwide use Defendants'
28

1 services: they use pictures and videos showing consumers connecting to the Internet
 2 wirelessly using devices such as smartphones, tablets, and laptop computers.



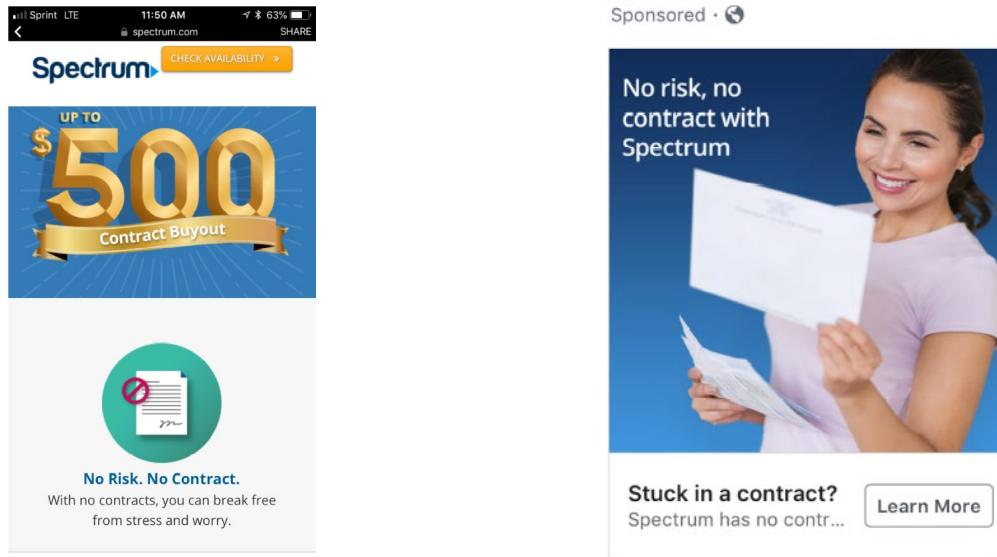
10 **Exhibit 11.**

11 38. The stark contrast between Defendants' actual advertisements (consumers
 12 using multiple devices at the same time with wireless Internet connections) and
 13 Defendants' behind-the-scenes efforts to substantiate their advertised speeds (pointing to
 14 a single computer with a wired Internet connection) reveals that Defendants know very
 15 well that their advertisements and related representations concerning residential Internet
 16 speed, reliability, and performance are false and misleading.

17 39. **Literally False “No Contracts” Advertisements.** Defendants are large
 18 companies represented by sophisticated counsel that know that their “No Contracts”
 19 advertisements and related statements are literally false and highly misleading.
 20 Defendants’ acts of placing occasional notices of “terms and conditions” in their bills and
 21 posting “agreements” and “terms” and “conditions” show they are willing to say one
 22 thing in their advertisements (“No Contracts”) while doing the exact opposite in their
 23 actual business practices (numerous contractual “terms,” “conditions,” and “agreements”
 24 posted online). Defendants purposely use the term “contract” in their “No Contracts”
 25 advertisements while using the less definite “terms” and “conditions” and “agreements”
 26 in their notices and online contract terms.

27 40. Defendants know emphasizing that their residential services are available
 28 with “No Contracts” caused Plaintiffs and other consumers to reasonably believe they

1 were purchasing Defendants' services with no risk and no contractual obligations other
 2 than for Defendants to provide the promised services and for consumers to pay for the
 3 services.



13 Exhibit 12; Exhibit 13.

14 41. Defendants design their related policies and practices to sustain consumers'
 15 belief that there are no behind-the-scenes contracts to be on the lookout for. Defendants'
 16 advertisements do not mention that online contracts exist and include arbitration clauses,
 17 waivers of important procedural and substantive rights, indemnity provisions that could
 18 potentially cost consumers many thousands of dollars, and many other terms that favor
 19 Defendants and that Defendants can change unilaterally at any time. Consumers are
 20 not actually given a copy of a contract or asked to sign a contract, and Defendants' own
 21
 22
 23
 24
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 26
 27
 28

1 website tells consumers that Defendants “currently do not offer contracts” unless
 2 consumers sign up for a special “Price Lock Guarantee” package.

3  Spectrum
 4 Account and Billing FAQs
 5
 6 Am I on a contract with my services?
 7 We currently do not offer contracts; however, with the Price Lock Guarantee packages, where available, you
 can lock in your monthly rates. Please go to our [Online Ordering](#) page for more information.
 8
 9 Was this information helpful? Yes No [Send Feedback >](#)
 10

11 **Exhibit 14.**

12 42. Revealingly, Defendants argue in court and in arbitration that Plaintiffs and
 13 other consumers are subject to numerous contractual obligations based on *constructive*
 14 notice and *implied* assent while ignoring their own “No Contracts” advertisements. This
 15 legal positioning—advertising “No Contracts” but relying on *constructive* notice of
 16 online “terms and conditions”—shows that Defendants’ deceptive “No Contracts”
 17 advertisements are knowing and intentional.

18 **D. Defendants include unconscionable terms in their online contracts.**

19 43. Defendants include in their online contracts certain terms that are
 20 exculpatory, unconscionable, and unenforceable. Specifically, TWC included in their
 21 RSSAs and Defendants now include in their General Terms provisions that:

22 a. purport to “specifically disclaim[] any and all express and implied
 23 warranties, including without limitation any implied warranties of
 24 merchantability . . . and fitness for a specific purpose,” even though
 25 Defendants and TWC loaned or leased Plaintiffs and other consumers
 26 equipment that should have been capable of achieving the highest advertised
 27 Internet speeds Defendants were selling and consumers were paying for.

1 b. purport to significantly limit Defendants' potential liability by stating: "In
 2 no event shall [Defendants'] liability to customer for any claim arising out
 3 of these general terms exceed the amount paid by customer during the
 4 preceding thirty (30) day period."

5 44. Each of these provisions is designed to exempt Defendants from
 6 responsibility for their own fraud and violations of law and is unconscionable and
 7 unenforceable. The provisions are procedurally unconscionable because they are
 8 included in small block text in long, adhesive form agreements that TWC and Defendants
 9 post passively online, refuse to negotiate, and modify regularly and unilaterally. If
 10 consumers ever see the terms, they would be shocked and oppressed. The provisions are
 11 also substantively unconscionable because they are one-sided, exculpatory, and overly
 12 harsh in TWC's and Defendants' favor.

13 45. Even if consumers discover that Defendants' "No Contracts"
 14 advertisements are false, as Plaintiffs did in March 2017, they are still subject to
 15 unconscionable contract terms that Defendants seek to enforce against them.

16 **E. TWC's and Defendants' wrongful conduct is continuing and requires**
 17 **injunctive, declaratory, and restitutionary relief.**

18 46. Plaintiffs, individually and on behalf of similarly situated consumers in
 19 California and nationwide, seek and are entitled to all injunctive orders and similar relief
 20 available under the law to remedy the harm they have suffered as a result of Defendants'
 21 and their predecessor TWC's wrongful conduct and to prevent the same and similar
 22 wrongful conduct from continuing.

23 47. To simplify her arbitration and return to court promptly, Hart chose to re-
 24 plead in arbitration and now in court only claims that were not arbitrable under any of
 25 TWC's and Defendants' arbitration clauses, old and new. This means she gave up her
 26 right to seek "money damages" in arbitration under the 2014 RSSA and in court under
 27 the 2016 RSSA and the General Terms even though she timely opted out of the arbitration
 28 clauses in the 2016 RSSA and the General Terms. Hart is still, however, entitled to seek

1 all forms of relief other than “money damages” in court on a class basis covering the
 2 entire class period.⁴

3 **III. CLASS ACTION ALLEGATIONS**

4 48. Plaintiffs bring this case as a proposed nationwide class action pursuant to
 5 Rule 23 of the Federal Rules of Civil Procedure, individually and on behalf of all
 6 members of the following Class and Subclasses. Plaintiffs reserve the right to amend the
 7 following definition before the Court determines whether class certification is
 8 appropriate or thereafter upon leave of Court.

9 **Proposed Class**

10 All consumers in the United States who paid for residential Internet
 11 services offered by Defendants or their predecessor TWC at any
 12 time after March 28, 2013.

13 49. Excluded from the proposed Class are Defendants and their parents,
 14 subsidiaries, and affiliates; all consumers who make a timely election to be excluded from
 15 this proceeding using the correct opt-out protocol; any and all federal, state or local
 16 governments, including but not limited to their departments, agencies, divisions, bureaus,
 17 boards, sections, groups, counsels, and/or subdivisions; and all judges assigned to hear
 18 any aspect of this litigation, as well as their immediate family members.

19 50. **Numerosity.** The members of the proposed Class are so numerous that
 20 joinder is impracticable. Defendants have admitted there are over 100,000 putative class
 21 members who currently pay for Defendants’ residential services in California alone, and
 22 Plaintiffs estimate that there are millions of consumers in California and throughout the
 23 United States that fit within the proposed Class. The number and identity of individuals
 24 who fall within the proposed Class definitions are easily identifiable and ascertainable
 25 based on Defendants’ business records.

26
 27 ⁴ The specific claims and forms of relief Roberson is entitled to seek in court will be
 28 determined in arbitration and may include damages as well as equitable remedies.

1 **51. Commonality.** Common questions of law and fact exist and include, but are
2 not limited to:

- 3 a. whether Defendants made false, misleading, deceptive, untrue, or unfair
4 statements in their advertisements related to residential Internet speeds,
5 reliability, and performance, and whether they are continuing to engage in
6 this unlawful conduct and should be permanently enjoined;
- 7 b. whether Defendants omitted material information from their advertisements
8 and related statements related to residential Internet speeds, reliability, and
9 performance, and whether they are continuing to engage in this unlawful
10 conduct and should be permanently enjoined;
- 11 c. whether Defendants' advertisements that say they provide services with "No
12 Contracts" are false and misleading, and whether Defendants are continuing
13 to use such advertisements and should be permanently enjoined;
- 14 d. whether Defendants concealed from consumers that the equipment they
15 were receiving or using (e.g., modems, wireless routers, and related
16 equipment) was incapable of reliably supporting the Internet speeds being
17 advertised and purchased, and whether they are continuing engage in this
18 unlawful conduct and should be permanently enjoined;
- 19 e. whether Defendants concealed from consumers that the network and
20 infrastructure supporting Defendants' wired and wireless Internet services
21 could not provide the Internet speeds, reliability, and performance
22 Defendants promised, and whether they are continuing to engage in this
23 unlawful conduct and should be permanently enjoined; and
- 24 f. whether Defendants have included provisions in their RSSAs and General
25 Terms that are unconscionable and unenforceable, and whether they are
26 continuing to include such terms in their contracts and should be
27 permanently enjoined.

1 52. In addition to the common questions (and answers) of law and fact that will
2 drive this case, Defendants engaged in a common course of conduct giving rise to
3 violations of the legal rights sought to be enforced by Plaintiffs and proposed Class
4 members. Similar or identical statutory and common law violations, business practices,
5 and injuries are involved in this case and are applicable to Plaintiffs and Class members.
6 Any individual questions that may arise in this case will pale in comparison to the
7 numerous common questions.

8 53. **Typicality.** Plaintiffs' claims are typical of the proposed Class members'
9 claims. Plaintiffs are members of the class they seek to represent and they suffered harm
10 as a result of Defendants' unlawful conduct. Given the similar nature of Plaintiffs' and
11 proposed Class members' claims, and given the absence of material differences in the
12 relevant statutes and common laws on which the claims are based, a nationwide Class
13 and appropriate subclasses can be easily managed by the Court and the parties.

14 54. **Adequacy.** Plaintiffs will fairly and adequately protect the interests of all
15 proposed Class members. Moreover, Plaintiffs have retained counsel experienced in
16 complex civil litigation and consumer class actions, and Plaintiffs and their counsel
17 intend to prosecute this action vigorously. Plaintiffs have no interests that are adverse or
18 antagonistic to those of the Class members.

19 55. **Ascertainability.** Defendants sell residential Internet service plans through
20 their websites and by other means and have collected detailed personal and financial
21 information associated with each transaction. Accordingly, the precise number and
22 identity of Class members can easily be determined by reference to Defendants' business
23 records. As such, Class members are easily ascertainable and can be personally notified
24 of the pendency of this action by first class mail, email, and/or published notice calculated
25 to reach all such members.

26 56. **Predominance.** The questions of fact and law common to Plaintiffs and
27 members of the Class predominate over any questions affecting only individual members.
28

57. Superiority. The proposed Class and each of the proposed Subclasses should be certified pursuant to Rule 23 of the Federal Rules of Civil Procedure because:

- a. Prosecution of separate actions by individual Class members would create a risk of inconsistent or varying adjudication with respect to individual Class members that would establish incompatible standards of conduct for Defendants and uncertain expectations for consumers;
 - b. Prosecution of separate actions by individual Class members would create a risk of adjudications that would, as a practical matter, be dispositive of the interests of other Class members who are not parties to the adjudications, or would substantially impair or impede their ability to protect their interests;
 - c. Individualized litigation would increase the delay and expense to all parties and the court system from the issues raised by this action; by contrast, the class action procedure provides the benefits of adjudicating these issues in a single proceeding, economies of scale, and comprehensive supervision by a single court, and it presents no unusual management difficulties;
 - d. Unless classwide injunctions are issued, Defendants will continue to commit the violations described herein, and the members of the Class and the general public will continue to be misled and injured;
 - e. Because of the relatively small size of the individual Class members' claims, no Class member could reasonably afford to seek legal redress on an individual basis, making the class action procedure superior to alternative means of prosecution; and
 - f. Defendants have acted and failed to act on grounds generally applicable to Plaintiffs and Class members, thereby supporting the imposition of uniform relief to ensure compatible standards of conduct toward all Class members.

58. Application of Rule 23(b)(1). Prosecuting millions of separate actions by individual Class members would create a risk of inconsistent or varying adjudications with respect to individual Class members that would establish incompatible standards of

conduct for Defendants or would, as a practical matter, substantially impair or impede individual Class members' ability to protect their interests.

59. Application of Rule 23(b)(2). Defendants have acted and refused to act on grounds that apply generally to the Class and Subclasses such that final injunctive relief or declaratory relief is appropriate respecting the Class and Subclasses as a whole.

60. Application of Rule 23(b)(3). Questions (and answers) of law and fact that are common to Class members predominate over any questions affecting only individual members, and the class action procedure is superior to other available methods for fairly and efficiently adjudicating the controversy.

61. For these reasons, this case should be certified as a nationwide class action.

IV. CAUSES OF ACTION

First Cause of Action

Fraudulent Inducement

62. All of the foregoing paragraphs are incorporated herein.

63. From at least March 2013 through the present, using multiple advertising media, including online, television, print, and store front advertisements, and through sales personnel, Defendants have represented and continue to represent that:

- a. Consumers can achieve speeds of “15 mbps,” “30 mbps,” “100 mbps,” “300 mbps,” and similar advertised speeds, including speeds “starting at 100 mbps;”
 - b. Defendants would provide Internet service at speeds that are “fast,” “blazing-fast,” and “lightning-fast,” with “no buffering,” “no slowdowns,” “no lag,” “without interruptions,” “without downtime,” and “without the wait;”
 - c. Defendants’ Internet services would permit consumers to connect “6-8 devices at the same time” for “streaming movies, group video chats, gaming, uploading large files, checking email, shopping online, social media and more;”

- 1 d. Defendants' Internet services would provide "more than enough speed to
- 2 support all the devices in your home;"
- 3 e. Defendants would provide "the fastest Internet speeds available" with
- 4 "enough bandwidth for everyone in your home to be connected at the same
- 5 time;"
- 6 f. Defendants' Internet service plans would enable consumers to connect
- 7 multiple devices to "stream video, play online games, download music,
- 8 upload photos and more . . . without sacrificing performance;" and
- 9 g. Defendants are offering services with "No Contracts" even though
- 10 Defendants include, rely on, and routinely seek to enforce against
- 11 consumers numerous contract terms contained in "subscriber agreements"
- 12 and similar online contracts.

13 64. Defendants' representations were and continue to be false and misleading.
14 Defendants knew or should have known that their representations were false and
15 misleading. Defendants have studies, information from sales representatives and
16 technicians, and know from their own analysis that these representations are false.

17 65. Defendants made such representations, and continue to make such
18 representations, with the express intention of inducing Plaintiffs and similarly situated
19 consumers to rely on such representations and take action based thereon. Specifically,
20 Defendants intended Plaintiffs and similarly situated consumers to purchase or continue
21 purchasing Defendants' Internet services.

22 66. Plaintiffs and similarly situated consumers did rely on and take action based
23 on Defendants' false and misleading representations concerning Internet speeds,
24 reliability, and performance and "No Contracts," including by signing up for and
25 continuing to subscribe to Defendants' Internet services, and they and other consumers
26 continue to rely on these misleading representations and continue to pay for these services
27 which are not in fact being provided. Plaintiffs and similarly situated consumers would
28 not have taken such action had they not believed Defendants' false and misleading

representations, and would not continue to pay for, or pay as much for, these services if the truth were disclosed.

3 67. Plaintiffs and similarly situated consumers suffered harm as a direct result
4 of their reliance on Defendants' false and misleading representations and will continue
5 to suffer harm in the future if Defendants are not required to cease and correct their false
6 and misleading advertisements and related representations.

7 68. Plaintiffs, individually and on behalf of all Class members, seek declarations
8 as to the Parties' rights and obligations; individual, representative, and public injunctive
9 orders, providing injunctions against the above described conduct requiring Defendants
10 to cease and correct all false and misleading representations concerning Internet speeds,
11 reliability, and performance and "No Contracts" services; orders granting rescission of
12 the underlying agreements entered into as a result of Defendants' false and misleading
13 representations; and equitable restitution and restitutionary disgorgement following an
14 accounting of Defendants' ill-gotten gains.

Count Two

Violation of California's False Advertising Law

Cal. Bus. & Prof. Code § 17500 *et seq.*

69. All of the foregoing paragraphs are incorporated herein.

19 70. From at least 2013 through the present, using multiple advertising media,
20 including online, television, print, and store front advertisements, and through sales
21 personnel, Defendants have intentionally made and disseminated statements, and they
22 continue to make such statements, to Plaintiffs, Class members, and the general public
23 concerning Defendants' Internet services, as well as circumstances and facts connected
24 to such services, which are untrue and misleading, and which are known (or which by
25 the exercise of reasonable care should be known) to be untrue or misleading. Defendants
26 have also intentionally made or disseminated such untrue or misleading statements, and
27 they continue to make such statements, to Plaintiffs, Class members, and the public as

1 part of a plan or scheme with intent not to sell those services as advertised, and they
2 continue to engage in that plan or scheme.

- 3 71. Defendants' statements include but are not limited to statements that:
- 4 a. Consumers can achieve speeds of "15 mbps," "30 mbps," "100 mbps," "300
5 mbps," and similar advertised speeds, including speeds "starting at 100
6 mbps;"
- 7 b. Defendants would provide Internet service at speeds that are "fast,"
8 "blazing-fast," and "lightning-fast," with "no buffering," "no slowdowns,"
9 "no lag," "without interruptions," "without downtime," and "without the
10 wait;"
- 11 c. Defendants' Internet services would permit consumers to connect "6-8
12 devices at the same time" for "streaming movies, group video chats, gaming,
13 uploading large files, checking email, shopping online, social media and
14 more;"
- 15 d. Defendants' Internet services would provide "more than enough speed to
16 support all the devices in your home;"
- 17 e. Defendants would provide "the fastest Internet speeds available" with
18 "enough bandwidth for everyone in your home to be connected at the same
19 time;"
- 20 f. Defendants' Internet service plans would enable consumers to connect
21 multiple devices to "stream video, play online games, download music,
22 upload photos and more . . . without sacrificing performance;" and
- 23 g. Defendants are offering services with "No Contracts" even though
24 Defendants include, rely on, and routinely seek to enforce against
25 consumers numerous contract terms contained in "subscriber agreements"
26 and similar online contracts.

27 72. Defendants made these statements willfully and intentionally, knowing they
28 were false and misleading, and they continue to make these and substantially similar false

and misleading representations willfully and intentionally. Defendants have studies, information from sales representatives and technicians, and know from their own analysis that these representations are false.

73. Each of these representations and substantially similar representations constitute false and deceptive advertisements under the FAL. Plaintiffs and similarly situated consumers were deceived and continue be deceived by Defendants' statements, and there is a strong probability that Class members and members of the public were also or are likely to be deceived as well. Any reasonable consumer would be misled by Defendants' false and misleading statements.

74. Plaintiffs and similarly situated consumers suffered harm as a direct result of their reliance on Defendants' false and misleading representations and will continue to suffer harm in the future if Defendants are not required to cease and correct their false and misleading advertisements and related representations. Plaintiffs and similarly situated consumers would not have taken such action had they not believed Defendants' false and misleading representations, and would not continue to pay for, or pay as much for, these services if the truth were disclosed.

75. Plaintiffs, individually and on behalf of all Class members, seek declarations as to the Parties' rights and obligations; individual, representative, and public injunctive orders, providing injunctions against the above described conduct requiring Defendants to cease and correct all false and misleading representations concerning Internet speeds, reliability, and performance and "No Contracts" services; orders granting rescission of the underlying agreements entered into as a result of Defendants' false and misleading representations; orders granting equitable restitution and restitutionary disgorgement following an accounting of Defendants' ill-gotten gains; and orders granting all similar relief available under the FAL.

Count Three

Common Law Fraud and Misrepresentation

76. All of the foregoing paragraphs are incorporated herein.

1 77. From at least 2013 through the present, using multiple advertising media,
2 including online, television, print, and store front advertisements, and through sales
3 personnel, Defendants represented and continue to represent in their advertisements and
4 related statements in print, online, and on television, among other places that:

- 5 a. Consumers can achieve speeds of “15 mbps,” “30 mbps,” “100 mbps,” “300
6 mbps,” and similar advertised speeds, including speeds “starting at 100
7 mbps;”
- 8 b. Defendants would provide Internet service at speeds that are “fast,”
9 “blazing-fast,” and “lightning-fast,” with “no buffering,” “no slowdowns,”
10 “no lag,” “without interruptions,” “without downtime,” and “without the
11 wait;”
- 12 c. Defendants’ Internet services would permit consumers to connect “6-8
13 devices at the same time” for “streaming movies, group video chats, gaming,
14 uploading large files, checking email, shopping online, social media and
15 more;”
- 16 d. Defendants’ Internet services would provide “more than enough speed to
17 support all the devices in your home;”
- 18 e. Defendants would provide “the fastest Internet speeds available” with
19 “enough bandwidth for everyone in your home to be connected at the same
20 time;”
- 21 f. Defendants’ Internet service plans would enable consumers to connect
22 multiple devices to “stream video, play online games, download music,
23 upload photos and more . . . without sacrificing performance;” and
- 24 g. Defendants are offering services with “No Contracts” even though
25 Defendants include, rely on, and routinely seek to enforce against
26 consumers numerous contract terms contained in “subscriber agreements”
27 and similar online contracts.

1 78. Defendants knew or should have known that their representations were false
2 and misleading, and that these representations continue be false and misleading.
3 Defendants have studies, information from sales representatives and technicians, and
4 know from their own analysis that these representations are false.

5 79. Defendants made their false and misleading representations intending to
6 cause Plaintiffs and similarly situated consumers to rely on such representations.

7 80. Plaintiffs and similarly situated consumers justifiably relied on Defendants'
8 representations when they signed up for and continued subscribing to Defendants'
9 Internet services and they continue to rely on these representations in paying for
10 Defendants' services.

11 81. Plaintiffs and similarly situated consumers suffered harm as a direct result
12 of their reliance on Defendants' false and misleading representations and will continue
13 to suffer harm in the future if Defendants are not required to cease and correct their false
14 and misleading advertisements and related representations. Plaintiffs and similarly
15 situated consumers would not have taken such action had they not believed Defendants'
16 false and misleading representations, and would not continue to pay for, or pay as much
17 for, these services if the truth were disclosed.

18 82. Plaintiffs, individually and on behalf of all Class members, seek declarations
19 as to the Parties' rights and obligations; individual, representative, and public injunctive
20 orders, providing injunctions against the above described conduct requiring Defendants
21 to cease and correct all false and misleading representations concerning Internet speeds,
22 reliability, and performance and "No Contracts" services; orders granting rescission of
23 the underlying agreements entered into as a result of Defendants' false and misleading
24 representations; and equitable restitution and restitutionary disgorgement following an
25 accounting of Defendants' ill-gotten gains.

26 ///

27 ///

28 ///

Count Four

Violation of California's Consumers Legal Remedies Act ("CLRA")

Cal. Civ. Code § 1750 *et seq.*

83. All of the foregoing paragraphs are incorporated herein.

84. Defendants have violated California's Consumers Legal Remedies Act, Cal. Code § 1750 *et seq.* (CLRA) in multiple ways.

7 **85. Unfair and Deceptive Acts.** Defendants, through their use of the
8 representations described above and below, have engaged in unfair and deceptive acts
9 and practices that constitute false and misleading advertising under the CLRA, and they
10 continue to engage in this conduct.

86. The unlawful acts and practices include but are not limited to making representations and statements that:

- a. Consumers can achieve speeds of “15 mbps,” “30 mbps,” “100 mbps,” “300 mbps,” and similar advertised speeds, including speeds “starting at 100 mbps;”
 - b. Defendants would provide Internet service at speeds that are “fast,” “blazing-fast,” and “lightning-fast,” with “no buffering,” “no slowdowns,” “no lag,” “without interruptions,” “without downtime,” and “without the wait;”
 - c. Defendants’ Internet services would permit consumers to connect “6-8 devices at the same time” for “streaming movies, group video chats, gaming, uploading large files, checking email, shopping online, social media and more;”
 - d. Defendants’ Internet services would provide “more than enough speed to support all the devices in your home;”
 - e. Defendants would provide “the fastest Internet speeds available” with “enough bandwidth for everyone in your home to be connected at the same time;”

- 1 f. Defendants' Internet service plans would enable consumers to connect
2 multiple devices to "stream video, play online games, download music,
3 upload photos and more . . . without sacrificing performance;" and
4 g. Defendants are offering services with "No Contracts" even though
5 Defendants include, rely on, and routinely seek to enforce against
6 consumers numerous contract terms contained in "subscriber agreements"
7 and similar online contracts.

87. Defendants knew or should have known that their representations were false
9 and misleading, and that these representations continue to be false and misleading.
10 Defendants have studies, information from sales representatives and technicians, and
11 know from their own analysis that these representations are false.

12 88. Each representation and substantially similar representations constitute false
13 and misleading advertising, and Defendants violate the CLRA by:

- 14 a. Representing that their Internet services have characteristics, uses, and
15 benefits which they do not have, in violation of Section 1770(a)(5);
16 b. Representing that their Internet services are of a particular standard, quality,
17 or grade, or that goods are of a particular style or model, if they are of
18 another, in violation of Section 1770(a)(7);
19 c. Advertising their Internet services with intent not to sell them as advertised,
20 in violation of Section 1770(a)(9);
21 d. Representing that a transaction with them confers or involves rights,
22 remedies, or obligations which it does not have or involve, in violation of
23 Section 1770(a)(14); and
24 e. Representing that the subject of a transaction with them has been supplied
25 in accordance with a previous representation when it has not, in violation of
26 Section 1770(a)(16).

27 89. **Exculpatory Contract Terms.** Defendants include provisions in their
28 RSSAs and General Terms that:

1 a. purport to “specifically disclaim[] any and all express and implied
 2 warranties, including without limitation any implied warranties of
 3 merchantability . . . and fitness for a specific purpose,” even though
 4 Defendants and TWC loaned or leased consumers equipment that was
 5 supposed to be capable of achieving the highest advertised Internet speeds
 6 that Defendants were selling and consumers were paying for.

7 b. purport to significantly limit Defendants’ potential liability by stating: “In
 8 no event shall [Defendants’] liability to customer for any claim arising out
 9 of these general terms exceed the amount paid by customer during the
 10 preceding thirty (30) day period.”

11 90. Each of these provisions is exculpatory, unconscionable, and unenforceable.

12 Each is designed to exempt Defendants from responsibility for their own fraud and
 13 violations of law. Even if consumers discover that Defendants’ “No Contracts”
 14 advertisements are false, they are still subject to unconscionable contract terms that
 15 Defendants seek to enforce against them. Each term is procedurally unconscionable
 16 because it is not reasonably disclosed to consumers and causes surprise and oppression,
 17 and each term is substantively unconscionable because it is unfairly one-sided and
 18 unreasonably favors Defendants.

19 91. Defendants’ acts and practices were knowing and intentional and
 20 Defendants continue their acts and practices with this same knowledge and intent.

21 92. Plaintiffs and all similarly situated consumers relied on the advertisements
 22 and related statements and the lack of clear and conspicuous disclosures to their
 23 detriment, and they continue to rely to their detriment. Plaintiffs and all similarly situated
 24 consumers are also subjected to exculpatory and unconscionable terms that unreasonably
 25 favor Defendants and that cannot and should not be enforceable against them.

26 93. Plaintiffs and similarly situated consumers suffered harm as a direct result
 27 of their reliance on Defendants’ false and misleading representations and will continue
 28 to suffer harm in the future if Defendants are not required to cease and correct their false

1 and misleading advertisements and related representations. Plaintiffs and similarly
2 situated consumers have also suffered harm as a result of Defendants' inclusion of
3 unconscionable provisions in their online terms and will continue to suffer harm in the
4 future if Defendants are allowed to enforce unconscionable terms against them. Plaintiffs
5 and similarly situated consumers would not continue to pay for, or pay as much for,
6 Defendants' services if the truth were disclosed, and Plaintiffs and similarly situated
7 consumers would not continue to pay for, or pay as much for Defendants' services if they
8 learned the exculpatory and unconscionable terms were enforceable against them.
9 Plaintiffs have also expended and will continue to expend costs and fees arguing against
10 and opposing Defendants' efforts to enforce unconscionable terms against them and
11 similarly situated consumers.

12 94. Under Sections 1780 and 1781 of the CLRA, Plaintiffs, individually and on
13 behalf of all Class members, seek declarations as to the Parties' rights and obligations;
14 individual, representative, and public injunctive orders, providing injunctions against the
15 above described conduct requiring Defendants to cease and correct all false and
16 misleading representations concerning Internet speeds, reliability, and performance and
17 "No Contracts" services; orders granting rescission of the underlying agreements entered
18 into as a result of Defendants' false and misleading representations; order striking or
19 severing the above unconscionable provisions and any other unconscionable provisions
20 from Defendants' online terms and preventing Defendants from enforcing such terms;
21 equitable restitution and restitutionary disgorgement following an accounting of
22 Defendants' ill-gotten gains; and costs and reasonable attorneys' fees.

23 95. Concurrently with the filing of this action, Plaintiffs filed affidavits stating
24 facts showing that the action has been commenced in a county or judicial district that
25 constitutes a proper place for the trial of this action. Exhibit 15 (Hart venue affidavit);
26 Exhibit 16 (Roberson venue affidavit); Plaintiffs also gave Defendants written notice
27 by certified mail, return receipt requested, of the alleged violations of Section 1770 of
28 the CLRA and demanded that Defendants correct or otherwise rectify the services alleged

1 to be in violation of Section 1770. **Exhibit 17** (CLRA letter). Defendants have not
 2 identified or made a reasonable effort to identify all similarly situated consumers; they
 3 have not notified such consumers that they will correct or otherwise remedy the unlawful
 4 acts and practices upon request; they have not agreed to make such correction or offer
 5 such remedy within a reasonable time; and they have not ceased from engaging in the
 6 unlawful acts and practices.

7 **Count Five**

8 **Violation of California's Unfair Competition Law ("UCL")**

9 **Cal. Bus. & Prof. Code § 17200 *et seq.***

10 96. All of the foregoing paragraphs are incorporated herein.

11 97. Defendants have engaged in unlawful, unfair, and fraudulent business acts
 12 and practices, and unfair, deceptive, untrue, and misleading advertising that constitute
 13 false and misleading advertising under the UCL.

14 98. Defendants' unlawful and unfair acts, practices, and advertisements include
 15 but are not limited to the false and misleading representations and omissions described
 16 above which violate the FAL and CLRA and constitute common law fraud. They also
 17 include but are note limited to Defendants' inclusion in their online terms that are
 18 exculpatory, unconscionable, and unenforceable.

19 99. Defendants' acts, practices, and advertisements were knowing and
 20 intentional.

21 100. Plaintiffs and similarly situated consumers relied on Defendants false and
 22 misleading representations, "No Contracts" advertisements, automatic payment
 23 practices, and incomplete disclosures to their detriment, suffered actual harm, and lost
 24 money or property as a result, and they continue to suffer harm from these ongoing illegal
 25 practices. The harm suffered by Plaintiffs and similarly situated consumers includes but
 26 is not limited to being deceived into purchasing or maintaining an Internet service plan
 27 which they otherwise would not have purchased or maintained, or which they otherwise
 28 would not have purchased or maintained for the price paid.

1 101. Plaintiffs, individually and on behalf of all Class members, seek declarations
2 as to the Parties' rights and obligations; individual, representative, and public injunctive
3 orders, providing injunctions against the above described conduct requiring Defendants
4 to cease and correct all false and misleading representations concerning Internet speeds,
5 reliability, and performance and "No Contracts" services; orders granting rescission of
6 the underlying agreements entered into as a result of Defendants' false and misleading
7 representations; order striking or severing the above unconscionable provisions and any
8 other unconscionable provisions from Defendants' online terms and preventing
9 Defendants from enforcing such terms; equitable restitution and restitutionary
10 disgorgement following an accounting of Defendants' ill-gotten gains; and orders
11 granting all similar relief available under the UCL.

PRAYER FOR RELIEF

13 WHEREFORE, Plaintiffs, on behalf of themselves and all proposed Class
14 members, request the following relief against Defendants:

- (1) Certification of this action as a class action under Federal Rule of Civil Procedure 23, appointing Plaintiffs as class representatives and Soderstrom Law PC and Mahaffey Law Group, P.C. as class counsel;
 - (2) An award of declaratory and injunctive relief individually and on behalf of all Class members and the public stating that Defendants' acts and practices are unlawful and ordering corrective action as permitted by law, including but not limited to corrective advertising, rescission of any contracts secured using deceptive practices, correcting the disclosures related to Internet speeds, reliability, and performance and correcting the disclosures related to the existence of "No Contracts" services, and preventing Defendants from including and/or enforcing unconscionable terms contained in their online contracts;
 - (3) Equitable restitution and restitutionary disgorgement;

- (4) An award to Plaintiffs and Class counsel of reasonable litigation costs, expenses, and attorneys' fees under California Code of Civil Procedure section 1021.5, under the CLRA, or under any other applicable rule or statute;
 - (5) And any and all other similar relief as equity and justice requires.⁵

Dated: May 6, 2019

SODERSTROM LAW PC

By: /s/ Jamin S. Soderstrom

Jamin S. Soderstrom

and

MAHAFFEY LAW GROUP, P.C.

By: /s/ Douglas L. Mahaffey

Douglas L. Mahaffey

Counsel for Plaintiffs and the Proposed Class

⁵ Hart does not seek money damages. Roberson reserves the right to seek all forms of relief, including money damages, which right will be dependent upon the rulings made in arbitration.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury of all issues triable by jury.

Dated: May 6, 2019

SODERSTROM LAW PC

By: /s/ Jamin S. Soderstrom

Jamin S. Soderstrom

and

MAHAFFEY LAW GROUP, P.C.

By: /s/ Douglas L. Mahaffey

Douglas L. Mahaffey

Counsel for Plaintiffs and the Proposed Class

EXHIBIT 1



[\(/spectrum-home.html\)](/spectrum-home.html)

Packages
(/packages.html)

Cable TV
(/cable-tv.html)

Internet
(/internet.html)

Phone
(/home-phone.html)

[CHECK AVAILABILITY >](#)



Overview

Fastest Internet

Test Your Speed

Total Home WiFi

Security Suite

Why Spectrum?

Time Warner Cable is now **Spectrum**. For existing Time Warner Cable customer support, [click here \(/time-warner-cable\)](#).

Spectrum Internet™

Fastest Internet speeds, virus detection with Security Suite and no data caps.

\$ **29.99** /mo
for 12 mos
when bundled*



[SEE BEST OFFERS > \(/PACKAGES.HTML\)](#)

- Fastest Internet speeds available starting at 100Mbps

- Enough speed to support all the devices in your home

- FREE modem

No contracts.

- No data caps

Stuck in one? [We'll buy it out up to \\$500](#)
<https://www.spectrum.com/browse/content/org-na-nocontracts-sp-top>◊

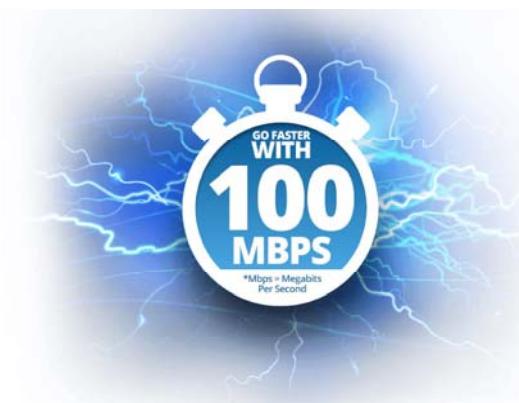
[Scroll to Explore Fastest Internet](#)

The Fastest Internet Speeds

Spectrum Internet offers the fastest Internet speeds you can get. Stream video, play online games, download music, upload photos and more across multiple devices in your home without sacrificing performance.

Speeds that are over 15x faster than AT&T U-verse® Internet service***

- Surf the web with the fastest Internet speeds available.
- Spectrum doesn't throttle your speed or have data caps.



- There's enough bandwidth for everyone in your home to be connected at the same time.

[Take the Speed Test](#)

Test Your Speed



Take the speed test and see how your Internet connection stacks up.



[Test Your Speed](#)



[Spectrum](#)

[TEST YOUR SPEED NOW > \(/INTERNET/SPEED-TEST.HTML\)](#)

[Scroll to Explore Total Home WiFi](#)

Fastest in-home WiFi network

Spectrum Internet delivers the fastest, most powerful in-home WiFi. That means enough speed and range to stream, game, and upload with ease across all the devices in your home.

Connect all your devices and access high speed Internet with ease

- **High performance router included**

Capable of consistently delivering both excellent speed and range

- **24 x 7 dedicated Technical Support**

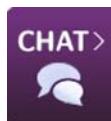
Always available to assist with account issues or connection problems



Stream the game



On Demand shows and movies from any device



Paired perfectly with Spectrum TV™

Sign up for Spectrum TV and enjoy the freedom to watch live TV anywhere in your home with the Spectrum TV App. Stream your favorite shows, movies, and sports from popular networks like ESPN, Disney Channel, and more.

LEARN MORE > (/CABLE-TV/SPECTRUM-TV-APP.HTML)



Online multiplayer gaming

Scroll to Explore Spectrum Security Suite

Security Suite

Browse safely and save even more with Security Suite - \$60 value included FREE with Charter Spectrum Internet.

Always on the look out to keep your computer safe

Virus Detection

Browse safely and securely with automatic virus and spam detection

Inbox Protection

Help keep hackers and identity thieves out of your email inbox

Parental Controls

Parental controls help you block access to unwanted websites by age level, category, and time of day

Coverage for the Whole Family

Installation on up to 10 computers

Protect your computers

With free Security Suite, you get comprehensive antivirus, identity and privacy protection for up to 10 computers – so you can browse, bank and shop safely whenever you're online.



You're Protected

More than 30% of computers in the world are infected with some type of malware

- Symantec Internet Threat Report



[Internet Security for Existing TWC Customers >](https://www.timewarnercable.com/en/support/overview.html#support-internet-security)
[Learn Security Details >](https://www.timewarnercable.com/en/support/internet/topics/internet-security.html)

Installing Security Suite by McAfee® >
<https://www.timewarnercable.com/en/support/internet/step-by-step/mcafee-antivirus-and-family-protection.html>

Get Spectrum Internet

Spectrum Internet™ from Charter
has the fastest Internet speeds
at an unbeatable value.

Sign up today for:

- **Fastest Internet speeds available starting at 100 Mbps**
- **No data caps on Internet service**
- **Enough speed to support all the devices in your home**
- **Security Suite included**
- **No contracts, plus a 30-day money-back guarantee**

\$29.99 /mo
for 12 mos
when bundled*

[SIGN UP NOW >](#)

Complete offer, savings and restriction details:

^ Limited time offer; subject to change; new customers only; Triple Play required. Bundle price for TV Select, Internet, and Voice is \$89.97/mo. for year 1; standard rates apply after year 1. Free DVR service for 1 DVR is for year 1; standard rates apply after year 1. TV: Equipment required and is extra; channel and HD programming availability based on level of service. INTERNET: Available Internet speeds may vary by address; no additional charge for modem. VOICE: Taxes and fees included in price. Other equipment, install, taxes, fees & surcharges may apply. Services not available in all areas. Restrictions apply. Enter your address to determine availability.

◊ To qualify for the contract buyout program, a customer must order and install a qualifying Triple Play or limited Double Play promotion; offers not available in all areas. Offer available to qualifying customers only who have no outstanding obligations to Charter. Check amount will be determined by the early termination fee on the final bill from the previous provider, not to exceed \$500. For contract buyout qualifications, go to [Spectrum.com/buyout](#).

*** Speeds compared to 6 Mbps AT&T U-verse®

* View all customer disclosures [here \(/policies/products-offers-disclaimers.html\)](#).

Follow us on Twitter
(<https://twitter.com/getsspectrum>)

Like us on Facebook
(<https://www.facebook.com/spectrum>)

Watch us on Youtube
(<https://www.youtube.com/c/getsspectrum>)

	Products	Spectrum Internet	Charter Info	Charter Sites
Pay Your Bill (https://myservices.timewarnercable.com/)	Spectrum TV (/cable-tv.html)	Fastest Internet (/internet#fastestinternet)	Careers (https://www.charter.com/careers)	Spectrum.com (https://www.spectrum.com)
My Account (https://myservices.timewarnercable.com/)	Spectrum Internet (/internet.html)	Test Your Speed (/internet#speedtest)	Customer Disclosures (/policies/products-offers-disclaimers.html)	Spectrum Business (https://business.spectrum.com/)
Support (https://www.timewarnercable.com/en/support/overview.html)	Spectrum Voice (/home-phone.html)	Total Home WiFi (/internet#wifi)	Contract Buyout (/internet#security)	(https://enterprise.spectrum.com/content/enterprise-solutions)
Store Locations (https://www.timewarnercable.com/en/support/stores.html)	Spectrum TV	Security Suite® (/internet#security)	Information	



Check Email (https://mail.twc.com/)	HD & DVR (/cable-tv#free-hd)	Why Spectrum? (/internet#spectruminternetbuyout.html)	(/policies/contract-internet-assist)	Spectrum.net (https://www.spectrum.net/)
Contact Us (https://www.timewarnercable.com/en/support/contact-us.html)	On Demand (/cable-tv#on-demand)	Spectrum Internet (/about.html)	About Charter (https://spectrumreach.com/)	Spectrum Reach (https://spectrumreach.com/)
TWC Apps (https://www.timewarnercable.com/en/apps/twc-apps.html)	Spectrum TV App (/tv#on-demand)	Assist (/internet-assist)	(https://www.charter.com/buyout/internet-spectrum-internet-assist)	Spectrum en Español (https://spectrum.espanol.charter.com/internet.html)
Channel Lineup (https://www.timewarnercable.com/content/channel-lineup.html)	everywhere) (/tv#channel-genres)	Spectrum Voice	Investor Relations (http://ir.charter.com/?c=112298&p=irol-irhome)	Spectrum Community Solutions (https://www.spectrum.com/mdu)
Accessibility (https://www.timewarnercable.com/en/support/accessibility.html)	Premium Channels (/cable-tv#premium-tabs)	Calling Features (/home-phone#voice-features)	Corporate Responsibility (https://responsibility.spectrum.com/)	
Regulatory (http://help.twcable.com/twc_regulatory.html)	tabs) (/cable-tv#why)	International Calling (/home-phone#intl-calling)	Your Privacy Rights (https://policies.your-privacy-rights.html)	Retail Partner Program (https://www.charter.com/browse/content/retail)
FCC Public Inspection File (https://www.timewarnercable.com/en/support/tv/topics/fcc-inspection-file.html)	Why Spectrum? (/cable-tv#why)	Family Safety Features (/home-phone#safety-features)	IP Interconnection (https://policies.ip-interconnection.html)	
Former Time Warner Cable Customers (https://www.spectrum.com/time-warner-cable)		Get Spectrum Voice (/home-phone#spectrum-voice)	Service Rates & Disclosures (https://www.charter.com/ratecard)	
			Site Map (/site-map.html)	

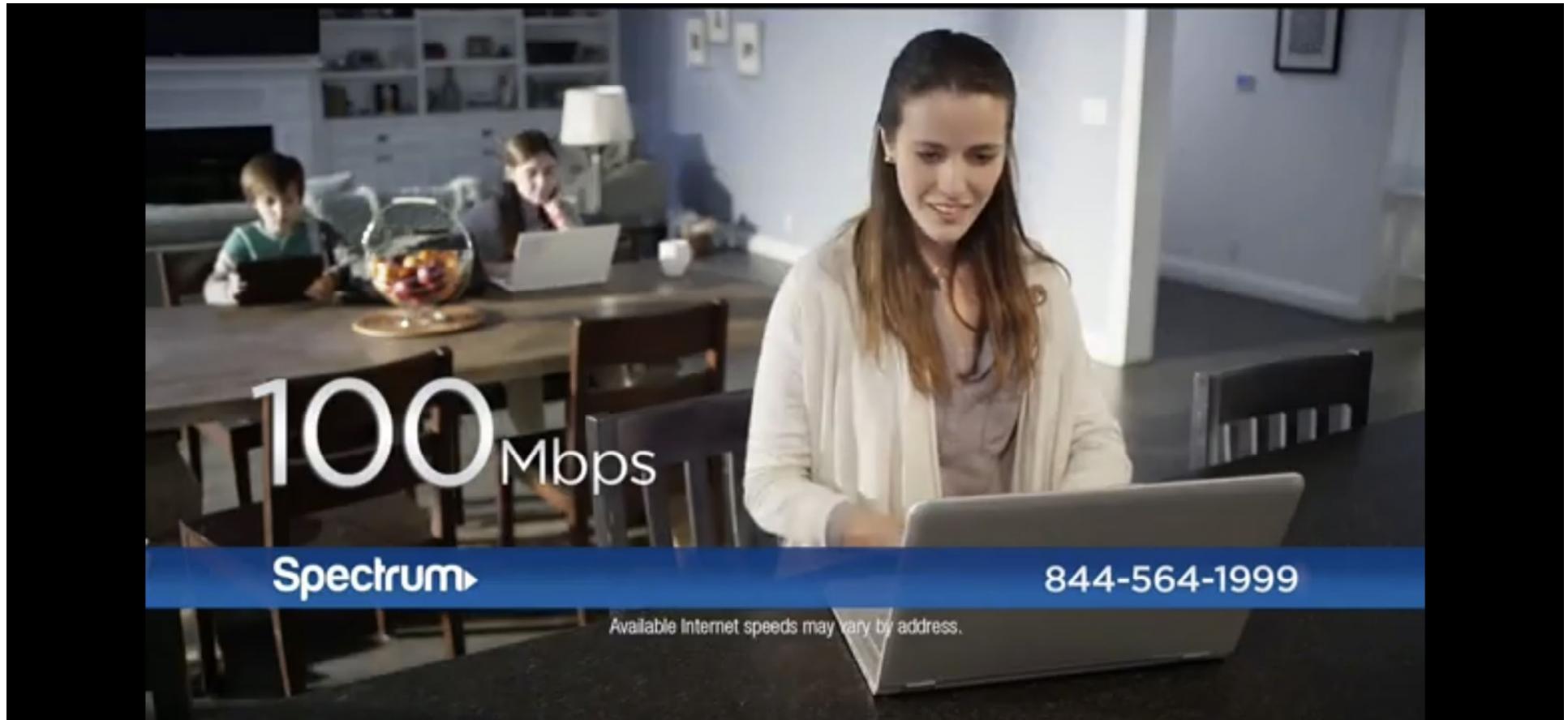
Search for services in your area:

Alabama (/services/alabama) Arizona (/services/arizona) California (/services/california) Colorado (/services/colorado)
 Connecticut (/services/connecticut) Florida (/services/florida) Georgia (/services/georgia) Idaho (/services/idaho)
 Illinois (/services/illinois) Indiana (/services/indiana) Kentucky (/services/kentucky) Louisiana (/services/louisiana)
 Massachusetts (/services/massachusetts) Michigan (/services/michigan) Minnesota (/services/minnesota)
 Missouri (/services/missouri) Montana (/services/montana) Nebraska (/services/nebraska) Nevada (/services/nevada)
 New Hampshire (/services/new-hampshire) New Jersey (/services/new-jersey) New Mexico (/services/new-mexico)
 New York (/services/new-york) North Carolina (/services/north-carolina) Oregon (/services/oregon)
 Pennsylvania (/services/pennsylvania) Rhode Island (/services/rhode-island) South Carolina (/services/south-carolina)
 South Dakota (/services/south-dakota) Tennessee (/services/tennessee) Texas (/services/texas) Utah (/services/utah)
 Vermont (/services/vermont) Virginia (/services/virginia) Washington (/services/washington) Wisconsin (/services/wisconsin)
 Wyoming (/services/wyoming)

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EXHIBIT 2



100 Mbps

Spectrum®

844-564-1999

Available internet speeds may vary by address.

EXHIBIT 3

Sprint Wi-Fi

8:55 AM

93%

official.spectrum.com



[Business Services](#)

[En español](#)

[My Account](#)

Spectrum

Call now to order:
1-844-569-0570

100 Mbps INTERNET SPEEDS

FREE INTERNET MODEM
FREE ANTI-VIRUS PROTECTION
NO DATA CAPS OR CONTRACTS



EXHIBIT 4

**Spectrum**Shop
Deals

Pay Bill



Email



92614



Search

All Plans

My Account

Support

Spectrum Internet™

Fast, reliable Internet so you can do everything online without delays

- Internet speeds up to 100 Mbps* to support your devices
- Unlimited bandwidth in your home with no data caps or extra fees
- Includes free Security Suite and a FREE modem

*Up to 100 Mbps download speeds available in Austin, Cincinnati, Dallas, Kansas City, Los Angeles, New York City, San Antonio and San Diego. Up to 60 Mbps download speeds available in other locations.

NO contracts!
Try Spectrum risk-free!

\$29^{99/mo.}
for 12 mos.
when bundled*

[Shop All Offers >](#)

Unleash your Internet experience

Maximize the Internet speed in your home and enjoy the benefit of a FREE modem.

[Learn About Speed >](#)

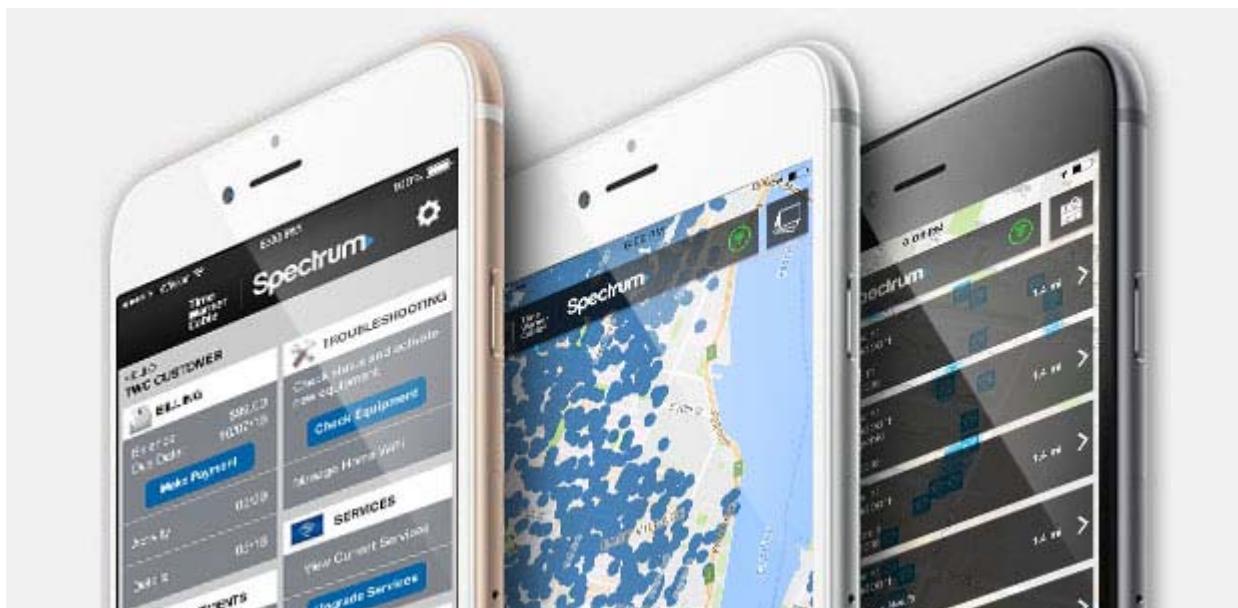
[Put Your Speed to the Test >](#)

Internet wherever you are

In-home WiFi for your family to stream, game, and upload from all around the house

Access to over 500,000 WiFi hotspots at restaurants, malls, parks and airports around the country

[Learn About WiFi >](#)





FREE Security Suite

All Internet plans include security by McAfee® so you can go online safely and securely.

[Learn About Security >](#)

[Register for McAfee® >](#)

Take your TV with you

Combining Spectrum TV and Internet gives you easy access to watch your favorite shows and movies on your portable devices.

[Learn TV Apps >](#)





Put your Internet to the test



[Take a speed test ›](#)

Prefer to install it yourself?



[Learn about self-installation ›](#)

Top 10 tips for Home WiFi



[Make the most of your WiFi ›](#)

*Access to WiFi hotspots is available to customers with Spectrum Internet. Actual speeds may vary. Not available in all areas. Some restrictions may apply. Some Internet services may include Home WiFi and may require installation charges. Lease of a modem or purchase of a compatible modem required for Internet service. Current compatible modems can be found at twc.com/compatiblmodems. WiFi activation charge is \$9.99 if WiFi is included in the bundle. No additional charge for modem.

Product	Services	Support	Contact Us
Packages	Pay Your Bill Online	Browse Support	TWC Forums
TV	Ways to Pay Your Bill	Program Your Remote	Contact Us
Internet	Moving?	Channel Lineup	Store Locations
Voice	My Account	Closed Captioning	Channel Feedback
	TWC Apps	TV Parental Control	Investor Relations
	Check Email	Internet Safety	Careers
	On Demand	Accessibility	Email Offers
		FCC Public Inspection File	

Other Sites

[TWC Central](#)

[TWC News](#)

[TWC Media](#)

[Community Solutions](#)

[Connect a Million Minds](#)

[TWC Sportsnet](#)

[Espanol](#)

[Business Class](#)

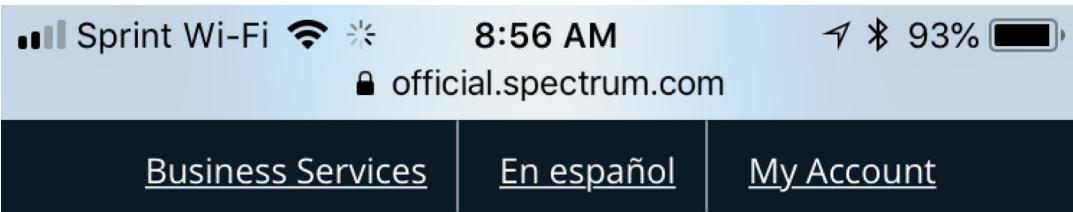
[About Us](#)

[Order Wireless](#)

[Privacy Policy](#) | [Terms, Conditions & Policies](#) | [Regulatory](#) | [Forward-Looking Statements Caution](#) |
[California Privacy Rights](#) | [Website Terms of Use](#) | [Site Map](#)

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EXHIBIT 5



Spectrum Call now to order:
1-844-569-0570

Find the **BEST DEAL** for your home:

Street Address:

Apt/Unit

Zip

SHOP NOW

**SPEED AND BANDWIDTH FOR
ALL YOUR DEVICES**

High performance router included



EXHIBIT 6

Sprint LTE

9:32 PM

37% 

Joel Dons and Chris Walker like Spectrum.

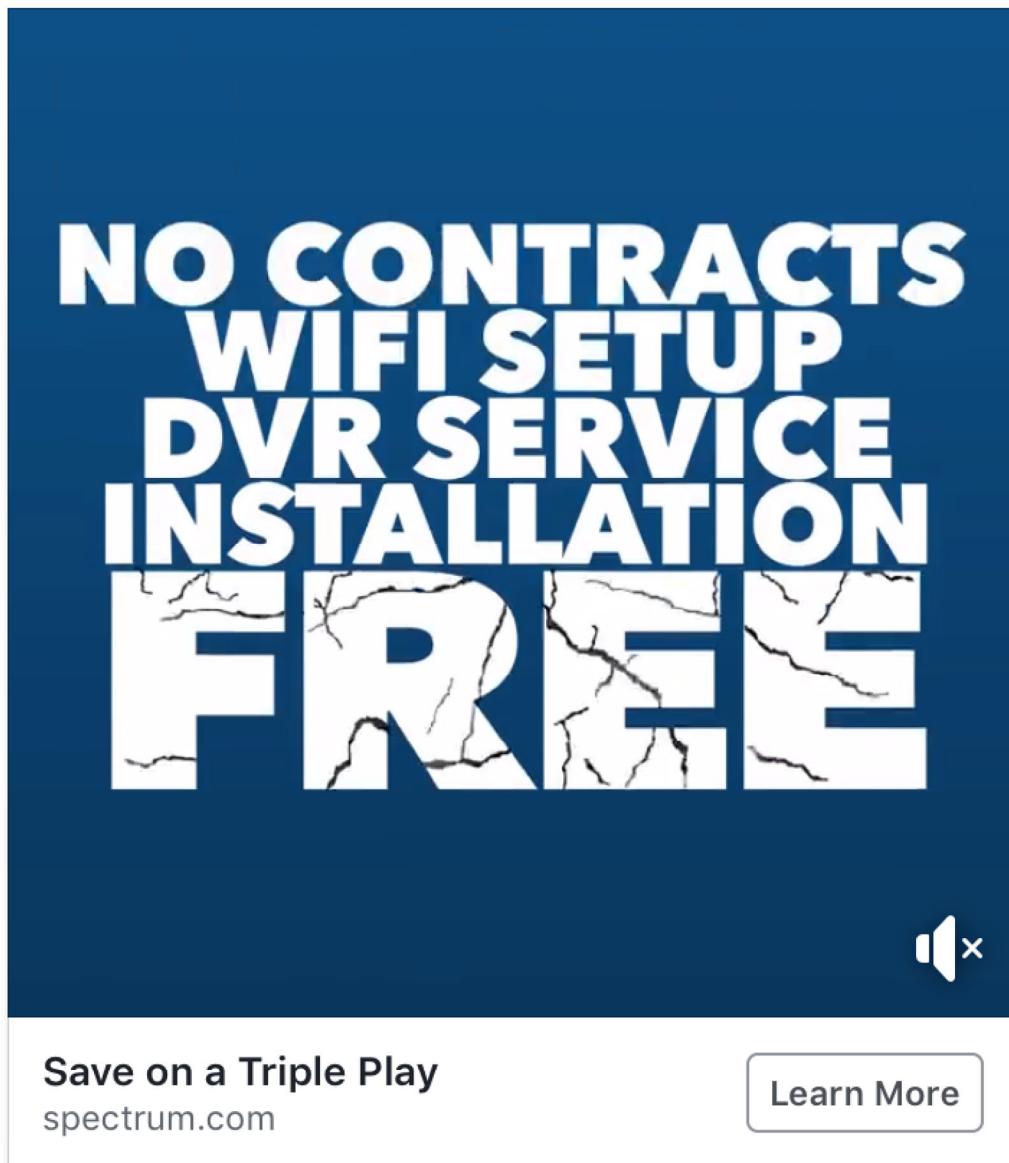
...



Spectrum

Sponsored · 

200+ channels available, TV on-the-go, 200 Mbps & Free install, WiFi setup & DVR service



A Facebook post from the official Spectrum account. The post features a large blue advertisement for Spectrum services. The ad has a white background and contains the following text in large, bold, white letters: "NO CONTRACTS", "WIFI SETUP", "DVR SERVICE", and "INSTALLATION". Below this text is a large word "FREE" in white, which is partially obscured by a background image of a cracked concrete surface. At the bottom of the ad, there is a small speaker icon with a 'x' over it, indicating that the ad includes audio. Below the ad, the post text reads "Save on a Triple Play" followed by the URL "spectrum.com". There is a "Learn More" button with a white border and rounded corners. The post has received 21K likes, 20.1K comments, and 6.5K shares. The profile picture of the user who posted the ad is visible next to the share count.

Save on a Triple Play

spectrum.com

Learn More

21K 20.1K Comments 6.5K Shares

   21K

20.1K Comments

6.5K Shares



EXHIBIT 7

March 15, 2017

Time Warner Cable
60 Columbus Circle, Rm 16-329
New York, NY 10023
Attn: Senior Director, Compliance and Legal Affairs

To Whom It May Concern:

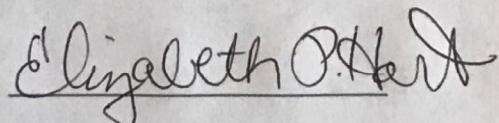
I recently learned from my March 7, 2017 bill that Spectrum, from whom my family gets Internet service and who I understand used to be Time Warner Cable, has online terms and conditions that state I am agreeing to binding arbitration on an individual basis for any claims I may have against Spectrum or Time Warner Cable. I also learned that there are terms saying I have a 1-year limitation to bring any claims I may have against Spectrum or Time Warner Cable. I was not previously aware of these terms until today and do not agree to them.

This letter is a written request to opt-out of (1) the terms that say I have an arbitration obligation, and (2) the terms that say I have a 1-year limit on bringing claims. The necessary account information is:

Name:	Elizabeth Hart
Account Number:	[REDACTED]
Home Address:	21871 Harborbreeze Lane Huntington Beach, California 92646-8275

Please email me or send me a written confirmation of your receipt of this opt-out letter.

Thank you,



Elizabeth Hart

EXHIBIT 8

June 21, 2017

Charter Communications
Vice President and Associate General Counsel, Litigation
12405 Powerscourt Drive
St. Louis, Missouri 63131

Dear Vice President and Associate General Counsel:

I recently learned that Spectrum, from whom I get services and who I understand used to be Time Warner Cable, has online terms and conditions that were revised effective June 15, 2017 and that state I am agreeing to binding arbitration on an individual basis for any claims I may have against Charter Communications, Spectrum, Time Warner Cable, and/or their affiliates. I also learned that there are terms in the revised online terms and conditions saying I have a 1-year limitation to bring any claims I may have against Charter Communications, Spectrum, Time Warner Cable, and/or their affiliates. I previously opted out of Time Warner Cable's arbitration and liability limitations provisions and I do not agree to the revised terms proposed by Charter Communications, Spectrum, Time Warner Cable, and/or their affiliates.

This letter is a written request to opt-out of (1) the terms that say I have an arbitration obligation, and (2) the terms that say I have a 1-year limit on bringing claims. The necessary account information is:

Name: Elizabeth Hart
Account Number: [REDACTED]
Home Address: 21871 Harborbreeze Lane
Huntington Beach, California 92646-8275

Please email me or send me a written confirmation of your receipt of this opt-out letter.

Thank you,



Elizabeth Hart

EXHIBIT 9

<https://www.spectrum.com/>

Packages | Internet | Cable TV | Home Phone | Mobile | Latino | Business

DISCOVER THE SPECTRUM ADVANTAGE

TV + Internet + Voice

FREE HD, FREE modem, FASTER speeds, UNLIMITED calling, FREE access to the Spectrum TV App on-the-go and NO contracts

SHOP ONLINE NOW

Find the best deals for your home

*Street Address
Apt/Unit#
*Zip Code

SHOP NOW

Spectrum mobile™ is available now to Spectrum Internet customers. [LEARN MORE >](#)

FREE installation with **TV, Internet, and Home Phone**

Triple Play SELECT	Triple Play SILVER	Triple Play GOLD
125+ CHANNELS	175+ CHANNELS	200+ CHANNELS
ESPN, Discovery, CNN, Lifetime, TLC, HGTV, and much more!	All Select Channels PLUS HBO, Showtime and NFL Network	All Silver Channels PLUS STARZ, TMC, STARZ ENCORE and NFL RedZone
THE FASTEST INTERNET	THE FASTEST INTERNET	THE FASTEST INTERNET
LANDLINE WITH UNLIMITED CALLING	LANDLINE WITH UNLIMITED CALLING	LANDLINE WITH UNLIMITED CALLING
From \$99 97/mo*	From \$119 97/mo*	From \$139 97/mo*
SHOP NOW	SHOP NOW	SHOP NOW

Sign up today to enjoy the best in-home entertainment.

100 Mbps Internet

\$44 99/mo* for 12 mos**

[SHOP NOW](#)

- Free Modem and antivirus included
- Access thousands of WiFi hotspots nationwide
- NO data caps and NO contracts

A Smart Choice for Mobile

Save up to 40% off your monthly mobile bill* on the nation's largest LTE network.

[See Mobile Plans >](#)

Spectrum Internet Assist

Are you a senior over 65 with SSI or is your family part of NSLP? You may qualify for Spectrum Internet Assist

[Learn More >](#)

Get up To
\$500

Stuck in a Contract?

If you're currently in a contract with another provider we can help with up to \$500*

[Learn More >](#)



Add Spectrum TV and watch on-the-go

Watch your favorite shows at home or on-the-go with the Spectrum TV App

[Learn More >](#)

For complete offer, savings and restriction details, [click here >](#)

About Spectrum

Spectrum Business
Spectrum Enterprise Solutions
Spectrum.net
Spectrum Reach
Spectrum en Español
Spectrum Community Solutions
Retail Partner Program
Spectrum Internet Assist

Shop Spectrum

Spectrum Triple Play Select
Spectrum Triple Play Silver
Spectrum Triple Play Gold
Spectrum Internet
Spectrum TV
Spectrum Voice
Mi Plan Latino
Spectrum Mobile
Spectrum Sports Networks
Spectrum Premium Channels

Explore Spectrum

Why Spectrum
Moving?
Spectrum WiFi Hotspots
Spectrum TV App
Channel Lineup
Security Suite
Test Your Internet Speed
Spectrum Contract Buyout

Customer Service

Manage Account
Pay My Bill
Weather Outages
Customer Disclosures
Support
Contact Us
Find a Store Location

Search for Services in Your Area

Alabama | Arizona | California | Colorado | Connecticut | Florida | Georgia | Hawaii | Idaho | Illinois | Indiana | Kansas | Kentucky | Louisiana |
Maine | Massachusetts | Michigan | Minnesota | Missouri | Montana | Nebraska | Nevada | New Hampshire | New Jersey | New Mexico |
New York | North Carolina | Ohio | Oregon | Pennsylvania | Rhode Island | South Carolina | South Dakota | Tennessee | Texas | Utah |
Vermont | Virginia | Washington | Wisconsin | Wyoming



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[IP Interconnection](#) | [FCC Public Inspection File](#) | [Service Rates & Disclosures](#) | [Rural Carrier Call Completion](#) | [Accessibility](#)

Not all products, pricing, and services are available in all areas. Pricing and actual speeds may vary. Restrictions apply.

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EXHIBIT 10



No Contracts

Free HD, lightning-fast
internet speeds, and
reliable Voice Service



EXHIBIT 11

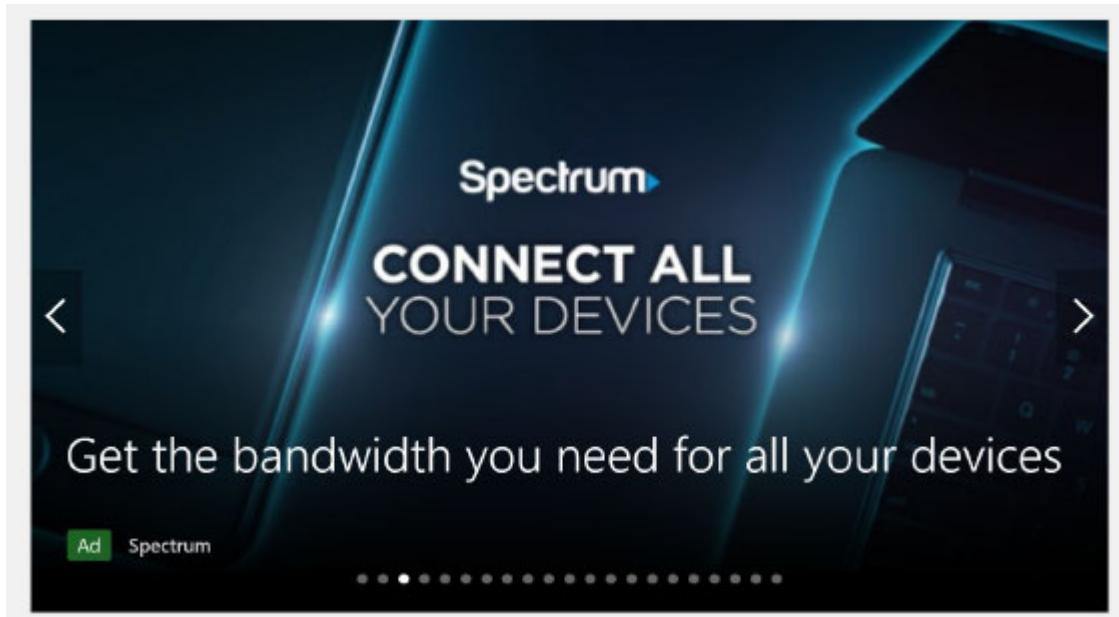
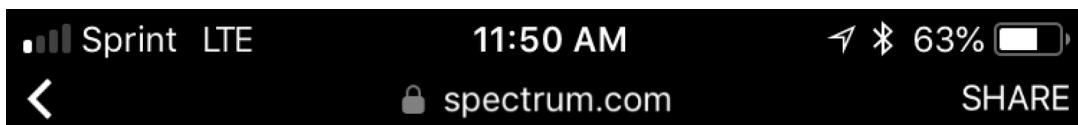
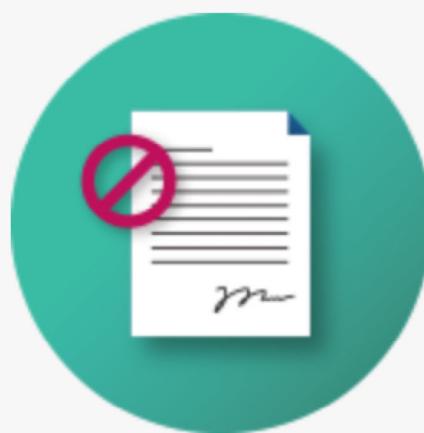


EXHIBIT 12



CHECK AVAILABILITY »



No Risk. No Contract.

With no contracts, you can break free
from stress and worry.

EXHIBIT 13



Like

Comment

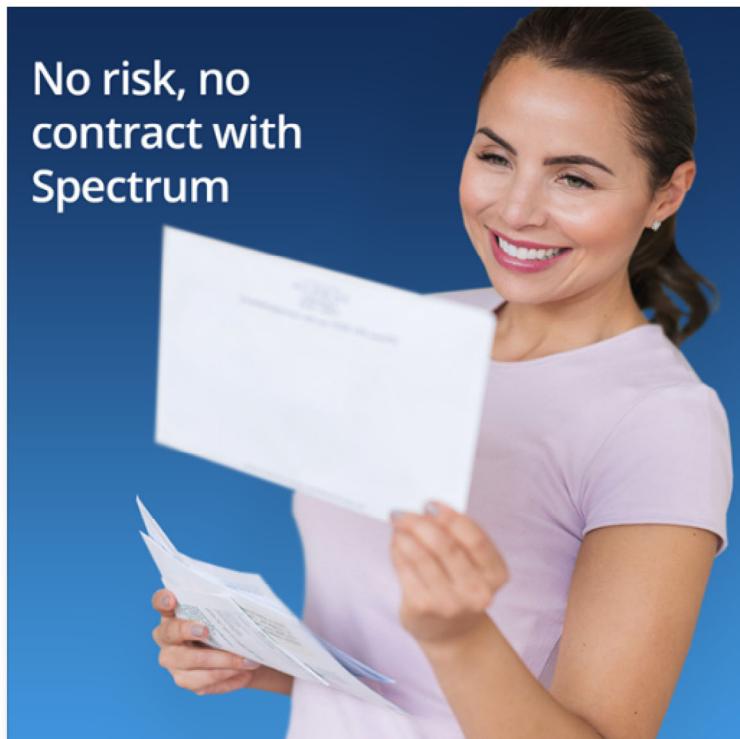
Joel Dons and Chris Walker like Spectrum.

...



Spectrum shared a link.

Sponsored ·



[More](#)

Stuck in a contract?
Spectrum has no contr...

[Learn More](#)

Save
Speci
Get mo

463

337 Comments 34 Shares



Like

Comment

Share



Mary Lang



EXHIBIT 14



Account and Billing FAQs

Am I on a contract with my services?

We currently do not offer contracts; however, with the Price Lock Guarantee packages, where available, you can lock in your monthly rates. Please go to our [Online Ordering](#) page for more information.

Was this information helpful?

Yes No

[Send Feedback >](#)

Related FAQs

[Do you offer a seasonal/vacation hold?](#)

[What is your disconnection policy?](#)

[What is the Money Back Guarantee?](#)

[What do I do if my home is burglarized and my leased equipment is stolen?](#)

[All Account and Billing FAQs >](#)

Related Resources

[Bill Explanation & Payments](#)

[My Account](#)

[Payment Options](#)

[TWC ID](#)

Product	Services	Support	Contact Us
Packages	Pay Your Bill Online	Browse Support	TWC Forums
TV	Ways to Pay Your Bill	Program Your Remote	Contact Us
Internet	Moving?	Channel Lineup	Store Locations

[Voice](#)[My Account](#)[Closed Captioning](#)[Channel Feedback](#)[TWC Apps](#)[TV Parental Control](#)[Investor Relations](#)[Check Email](#)[Internet Safety](#)[Careers](#)[On Demand](#)[Accessibility](#)[Email Offers](#)[FCC Public Inspection](#)[File](#)

Other Sites

[TWC Central](#)[TWC News](#)[TWC Media](#)[Community Solutions](#)[Connect a Million Minds](#)[TWC Sportsnet](#)[Espanol](#)[Business Class](#)[About Us](#)[Order Wireless](#)

[Privacy Policy](#) | [Terms, Conditions & Policies](#) | [Regulatory](#) | [Forward-Looking Statements Caution](#) |
[California Privacy Rights](#) | [Website Terms of Use](#) | [Site Map](#)

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EXHIBIT 15

Jamin S. Soderstrom, Bar No. 261054
jamin@soderstromlawfirm.com
SODERSTROM LAW PC
3 Park Plaza, Suite 100
Irvine, California 92614
Tel: (949) 667-4700
Fax: (949) 424-8091

Douglas L. Mahaffey, Bar No. 125980
dougm@mahaffeylaw.com
MAHAFFEY LAW GROUP, PC
20162 SW Birch Street, Suite 300
Newport Beach, California 92660
Tel: (949) 833-1400
Fax: (949) 263-8736

Counsel for Plaintiffs and the Proposed Class

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

**ELIZABETH HART and LE'ROY
ROBERSON, individually and on behalf
of all others similarly situated,**

Plaintiffs.

v.

**CHARTER COMMUNICATIONS, INC.
and SPECTRUM MANAGEMENT
HOLDING COMPANY LLC.**

Defendants.

**VENUE AFFIDAVIT OF PLAINTIFF
ELIZABETH HART**

1 I, ELIZABETH HART, declare as follows:

2 1. I am over the age of 18. The facts set forth in this Venue Affidavit are based
3 upon my own personal knowledge and, if called as a witness, I could and would
4 competently testify to the facts set forth herein.

5 2. I am, and have at all times relevant to this lawsuit been, a resident of Orange
6 County, California.

7 3. For years, continuing to the present day, I have been a paid subscriber to an
8 Internet service plan provided by Time Warner Cable, which I now understand is called
9 or branded as "Spectrum." I viewed advertisements related to these Internet services,
10 made my sign up and purchase decisions, and received the Internet services at my home
11 in Huntington Beach, Orange County, California. The advertisements, disclosures, and
12 Internet services provided by Time Warner Cable and Spectrum are the subject of my
13 claims against Charter Communications, Inc. and Spectrum Management Holding
14 Company, LLC in this lawsuit.

15

16 I declare under penalty of perjury under the laws of the United States of America
17 and the State of California that the foregoing is true and correct. This declaration was
18 executed on March 19, 2017 at Huntington Beach, California.

19 By:

Elizabeth Hart
Elizabeth Hart

20 Plaintiff

21

22

23

24

25

26

EXHIBIT 16

1 **Jamin S. Soderstrom, Bar No. 261054**
2 **jamin@soderstromlawfirm.com**
3 **SODERSTROM LAW PC**
4 **3 Park Plaza, Suite 100**
5 **Irvine, California 92614**
6 **Tel: (949) 667-4700**
7 **Fax: (949) 424-8091**

8
9 **Douglas L. Mahaffey, Bar No. 125980**
10 **dougm@mahaffeylaw.com**
11 **MAHAFFEY LAW GROUP, PC**
12 **20162 SW Birch Street, Suite 300**
13 **Newport Beach, California 92660**
14 **Tel: (949) 833-1400**
15 **Fax: (949) 263-8736**

16 *Counsel for Plaintiffs and the Proposed Class*

17
18
19 **UNITED STATES DISTRICT COURT**
20 **CENTRAL DISTRICT OF CALIFORNIA**

21 **ELIZABETH HART and LE'ROY**
22 **ROBERSON, individually and on behalf**
23 **of all others similarly situated,**

24 **Plaintiffs,**

25 **v.**

26 **CHARTER COMMUNICATIONS, INC.**
27 **and SPECTRUM MANAGEMENT**
28 **HOLDING COMPANY LLC,**

29 **Defendants.**

30
31 **VENUE AFFIDAVIT OF PLAINTIFF**
32 **LE'ROY ROBERSON**

1 I, LE'ROY ROBERSON, declare as follows:

2 1. I am over the age of 18. The facts set forth in this Venue Affidavit are based
3 upon my own personal knowledge and, if called as a witness, I could and would
4 competently testify to the facts set forth herein.

5 2. I am, and have at all times relevant to this lawsuit been, a resident of Los
6 Angeles County, California.

7 3. For years, continuing to the present day, I have been a paid subscriber to an
8 Internet service plan provided by Time Warner Cable, which I now understand is called
9 or branded as "Spectrum." I viewed advertisements related to these Internet services,
10 made my sign up and purchase decisions, and received the Internet services at my home
11 in North Hollywood, Los Angeles County, California. The advertisements, disclosures,
12 and Internet services provided by Time Warner Cable and Spectrum are the subject of my
13 claims against Charter Communications, Inc. and Spectrum Management Holding
14 Company, LLC in this lawsuit.

15

16 I declare under penalty of perjury under the laws of the United States of America
17 and the State of California that the foregoing is true and correct. This declaration was
18 executed on March 20, 2017 at North Hollywood, California.

19 By: 

20 Le'Roy Roberson

21 Plaintiff

22

23

24

25

26

27

28

EXHIBIT 17



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March 28, 2017

BY CERTIFIED MAIL

Charter Communications Inc.
Attention: Legal Department
400 Atlantic Street
Stamford, Connecticut 06901

Spectrum Management Holding Company LLC
Attention: Legal Department
60 Columbus Circle, 17th Floor
New York, New York 10023

Re: *Notice of Violations of California's Consumers Legal Remedies Act*

To Whom It May Concern:

I am writing on behalf of my clients Elizabeth Hart and Le’Roy Roberson, and on behalf of a class of putative plaintiffs, to advise you that Charter Communications Inc. (Charter) and Spectrum Management Holding Company LLC, formerly known as Time Warner Cable (Spectrum) have violated and continue to violate California’s Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (CLRA). This letter will refer to Charter and Spectrum collectively as “Spectrum-TWC.”

Ms. Hart, a California citizen and Orange County resident, is a long-time subscriber to Time Warner Cable services, including Internet services. She continues to be a subscriber to Internet services with Spectrum-TWC. Mr. Roberson, a California citizen and Los Angeles County resident, is also a long-time subscriber to Time Warner Cable services, including Internet services. He continues to be a subscriber to Internet services with Spectrum-TWC. Both Ms. Hart and Mr. Roberson have experienced firsthand the unfair and deceptive acts and practices underpinning Spectrum-TWC’s advertising and sale of Internet and related services.

I. BACKGROUND

For years and continuing through the present day, Spectrum-TWC has defrauded and misled consumers by promising to deliver Internet service at speeds and with access it knew it could not deliver.

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Spectrum-TWC promised that consumers could obtain high Internet speeds as advertised through various media and in its several subscription plans. It knew it could not deliver on the promises, however, because it leased to many consumers older-generation modems and wireless routers that were incapable of supporting the promised Internet speeds. It also failed to provide an appropriate network and infrastructure that could have enabled consumers with newer modems and wireless routers to achieve the advertised Internet speeds. Indeed, both Spectrum-TWC's "WiFi" and wired Internet speeds consistently, if not always, performed far below the advertised speeds. Instead of admitting the structural inability to fulfill its promises, however, Spectrum-TWC continued to advertise and represent that its wireless Internet services supported the high speeds promoted by its plans and the same speeds as wired connections that are not hampered by modem and wireless router capabilities and network limitations.

Spectrum-TWC's structural limitations caused consumers to be unable to achieve the "fast, reliable Internet speeds" it emphasized in its advertising campaigns. These limitations also prevented it from fulfilling its promises of providing Internet service at high speeds that are "fast" with "no buffering," "no slowdowns," "no lag," "without interruptions," "without downtime," and "without the wait." As a result, instead of obtaining Internet speeds capable of reliable streaming of online content provided by Netflix, Amazon, YouTube, Facebook, and other companies that offer television, movies, or other video-based content, consumers paid for Internet service and speeds that could not consistently perform as advertised. Consumers certainly could not connect numerous devices to the Internet connection at the same time for "streaming movies, group video chats, gaming, uploading large files, checking email, shopping online, social media and more" as Spectrum-TWC promised.

Spectrum-TWC pushed forward with its Internet advertising campaigns and promises despite knowing it could not deliver. It continued to promote and sell Internet service plans that were priced higher because of higher Internet speeds, and it incentivized sales personnel to push the higher-speed, higher-priced plans on consumers. Spectrum-TWC reaped financial windfalls by selling high Internet speed services without investing in the infrastructure and related equipment necessary to deliver consistently high Internet speeds and without modifying their advertising and related statements to reflect reality.

In particular, consumers who paid for an Internet service plan that promised to provide Internet speeds of at least 20 megabits per second (mbps) but were leased modems incapable of consistently achieving such speeds were knowingly misled and overcharged by Spectrum-TWC. And consumers who paid for an Internet service plan that promised to provide Internet speeds of 100 mbps (and up to 300 mbps) but were leased wireless routers incapable of consistently achieving such speeds were likewise knowingly overcharged.

Even when consumers leased at higher prices—or were given as part of their plan or purchased on their own—newer generation modems and wireless routers, they still could not consistently achieve the promised Internet speeds because Spectrum-TWC failed to manage its network in a manner that delivered such results. Instead, it included too many subscribers in the same service group and provided too few channels for such subscribers, thus causing an Internet "traffic jam" (particularly during peak hours) that slowed every subscriber's connection to speeds

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substantially below what was promised and paid-for. Indeed, even when consumers resort to using wired connections, their Internet speeds still fell short of the promised speeds.

Spectrum-TWC's advertisements and related business practices during the relevant period have been, and continue to be, fraudulent, deceptive, misleading, and unfair to consumers. Spectrum-TWC acted knowingly and intentionally in pursuing these wrongful business practices, and it pocketed millions of dollars of windfall profits at the expense of trusting consumers. These consumers had little chance of catching Spectrum-TWC in the act; nor did they have many—if any—alternatives other than to pay for Spectrum-TWC's Internet services considering the Internet Age's reliance on technology and corporate consolidation that limits the number of available Internet service providers.

Hart signed up for Spectrum-TWC's Internet services years ago when it was still branded as "Time Warner Cable." In 2016, Hart changed her cable and telephone services but was told her only option for Internet services continued to be "Time Warner Cable." Thus, for many years continuing through the present, Hart and her family were reliant on "Time Warner Cable"—now branded as "Spectrum"—for their Internet service needs and they paid for "WiFi" Internet speeds that were promised to be fast and reliable enough to support all of their various devices and uses.

Like many consumers in California and nationwide, Hart and her family rely on the Internet for social, educational, recreational, and business purposes. They use the Internet on their computers, mobile devices, and television sets, and to interact daily with friends and family members, colleagues, employers, and businesses. When connected to the Internet, they stream and download movies, music, and video content; they browse news and social media sites; they work, shop, and play games; and they engage in innumerable other Internet-based activities.

Roberson also signed up for Spectrum-TWC's Internet services years ago when it was still branded as "Time Warner Cable," and he continues to pay for Internet services under the "Spectrum" brand. His Internet use is similar to that of Hart's and millions of other consumers. He paid a premium for higher speed Internet services—300 mbps, which he understood to be the highest speed available—because of his high usage and reliance on Internet services, particularly because he frequently works from home. However, he never could reach anywhere close to the promised Internet speeds, even when he resorted to a wired connection. When Spectrum-TWC personnel came to his home to test his Internet speed on multiple occasions the speeds never registered above 130 mbps, far below what he was paying for.

While practically unimaginable one or two decades ago, Hart's, Roberson's, and many other consumers' lives cannot easily function without reliable Internet service at home, school, and work. Capitalizing on this modern necessity, Spectrum-TWC makes promises to provide "the fastest Internet speeds available" and "enough bandwidth for everyone in your home to be connected at the same time." These promises and other similar representations entice consumers like Hart and Roberson to sign up and pay high premiums for Spectrum-TWC's Internet service plans offering higher speeds "without sacrificing performance."

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Spectrum-TWC willingly sold Hart, Roberson, and other consumers Internet service plans that were advertised to support their intended uses. In fact, Spectrum-TWC's sales personnel are incentivized to sell higher-priced, higher-speed Internet service plans by convincing consumers that such plans will ensure they will not have issues with slow Internet speeds and connectivity. Spectrum-TWC accepted Hart's, Roberson's, and millions of other consumers' high monthly payments knowing they could not deliver on the advertised promises.

Spectrum-TWC knowingly failed to provide Hart, Roberson, and other consumers modems, wireless routers, and related equipment that was incapable of consistently achieving the Internet speeds and reliability promised. It likewise knowingly failed to provide a network and infrastructure capable of supporting all of its subscribers and the promised Internet speeds. Instead of performing on their promises, and instead of investing in improved products and a better network, Spectrum-TWC pocketed Hart's, Roberson's, and other consumers' payments and continued to make the same false and misleading advertisements in search of new subscribers.

On top of their false and misleading Internet service speed advertisements and other representations, Spectrum-TWC also has adopted an unlawful and unfair practice of adding new fees or other charges to consumers' bills without adequate notice and outside of the terms promised upon sign-up. In 2016, Hart signed up for a promotional "Spectrum Internet with WiFi" plan with a fixed rate of \$64.99 and a \$10.00 "Promotional Discount," making her plan cost a total of \$54.99 per month. This amount was reflected in her February 2017 bill. However, on her March 2017 bill, she was automatically charged \$59.99, a \$5.00 increase of which she was not given adequate notice and which was improperly charged to her credit card automatically. Spectrum-TWC adds or increases charges like these to consumers' monthly bills regularly without proper notice to consumers, without obtaining explicit and affirmative consent to such material changes to the original terms, and without providing all necessary information in a manner that is capable of being retained by the consumer.

II. MISREPRESENTATIONS AND UNCONSCIONABLE TERMS IN VIOLATION OF CLRA SECTION 1770, SUBSECTIONS (5), (7), (9), (14), (16), AND (19)

Spectrum-TWC has violated California's Consumers Legal Remedies Act, Cal. Civ. Code § 1750 *et seq.* (CLRA) in multiple ways.

Spectrum-TWC, through its use of the representations described above and below, have engaged in unfair and deceptive acts and practices that constitute false and misleading advertising under the CLRA.

The unlawful acts and practices include but are not limited

- a. The representations that Spectrum-TWC would provide Internet service at speeds that are "fast" with "no buffering," "no slowdowns," "no lag," "without interruptions," "without downtime," and "without the wait;"

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- b. The representations that Spectrum-TWC's Internet services would permit consumers to connect "6-8 devices at the same time" for "streaming movies, group video chats, gaming, uploading large files, checking email, shopping online, social media and more;"
- c. The representations that Spectrum-TWC's Internet services would provide "more than enough speed to support all the devices in your home;"
- d. The representations that Spectrum-TWC would provide "the fastest Internet speeds available" with "enough bandwidth for everyone in your home to be connected at the same time," and
- e. The representations that Spectrum-TWC's Internet service plans would enable consumers to connect multiple devices to "stream video, play online games, download music, upload photos and more . . . without sacrificing performance."

Each representation and substantially similar representations made by Spectrum-TWC constitute false and misleading advertising, and Spectrum-TWC violate the CLRA by:

- a. Representing that its Internet services have characteristics, uses, and benefits which they do not have, in violation of Section 1770(a)(5);
- b. Representing that its Internet services are of a particular standard, quality, or grade, or that goods are of a particular style or model, if they are of another, in violation of Section 1770(a)(7);
- c. Advertising its Internet services with intent not to sell them as advertised, in violation of Section 1770(a)(9);
- d. Representing that a transaction with it confers or involves rights, remedies, or obligations which it does not have or involve, in violation of Section 1770(a)(14); and
- e. Representing that the subject of a transaction with it has been supplied in accordance with a previous representation when it has not, in violation of Section 1770(a)(16).

Spectrum-TWC's failure to provide proper notice and failure to obtain explicit and affirmative consent to material changes to consumers' bills in connection with automatic renewal payments constitutes an unconscionable term that is imposed upon consumers without informed consent in violation of Section 1770(a)(19).

Spectrum-TWC's acts and practices were knowing and intentional, and Hart, Roberson, and all putative plaintiffs relied on, and continue to rely on, Spectrum-TWC's acts, practices, and representations to their detriment.

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III. DEMAND FOR RELIEF UNDER THE CLRA

On behalf of Hart, Roberson, and all other putative plaintiffs and class members, Soderstrom Law PC intends to file a lawsuit, or amend an existing lawsuit, and seek monetary damages, injunctive relief, and all other relief available under the CLRA unless Charter and Spectrum both immediately:

- (1) Agree irrevocably to cease all false and misleading advertising related to Internet speeds, and to implement an appropriate corrective advertising campaign;
- (2) Agree irrevocably to modify all disclosures and related policies concerning the automatic renewal payment procedures, notice procedures, and related cancellation procedures;
- (3) Agree irrevocably to modify the terms and conditions contained on Charter's and Spectrum's respective websites to comply with each modification required above;
- (4) Agree to identify all consumers who have purchased Internet services from Charter and/or Spectrum;
- (5) Agree to provide each of the consumers identified in item (4) above a full refund or reimbursement for their payments; and
- (6) Agree to disgorge all revenues and profits received from the unlawful advertisements and policies described above.

Absent Charter's and Spectrum's prompt agreements to each of the above demands, or Charter's and Spectrum's prompt implementation of an alternative proposal that would fully resolve and remediate for all consumers the harm caused by the unlawful practices described above, Soderstrom Law PC will file a class action complaint, or amend an existing class action complaint, to stop Charter's and Spectrum's unlawful acts and practices and seek monetary damages for such unlawful acts and practices to make Hart, Roberson, and other consumers whole.

Please contact me at 949.667.4700 or jamin@soderstromlawfirm.com if you would like to discuss this matter.

Very truly yours,

SODERSTROM LAW PC



Jamin S. Soderstrom